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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
SEARS HOLDINGS CORPORATION, <i>et al.</i>,	:
	:
	:
Debtors.¹	:
-----X	

**Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)**

NOTICE OF FILING AMENDMENT TO THE ASSET PURCHASE AGREEMENT

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

PLEASE TAKE NOTICE that on January 18, 2019, Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Debtors**”) filed the *Notice of Successful Bidder and Sale Hearing* (ECF No. 1730) (the “**Notice**”), which attached as an exhibit a copy of the executed asset purchase agreement between the Debtors and the Buyer dated January 17, 2019 (as amended, the “**Asset Purchase Agreement**”).²

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is a substantially final draft of the first amendment to the Asset Purchase Agreement (the “**APA Amendment**”), which is being negotiated by the parties and remains subject to a full reservation of rights among the parties.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a redline of the release provisions in the APA Amendment, reflecting changes made to the release provisions in the Asset Purchase Agreement (the “**Release Redline**”).

PLEASE TAKE FURTHER NOTICE that the Debtors will appear on **February 7, 2019 at 9:00 a.m. (Eastern Time)** before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, Courtroom 118, 300 Quarropas Street, White Plains, New York, 10601-4140, to continue the hearing for approval of the Asset Purchase Agreement and entry of the order approving the Asset Purchase Agreement.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

Dated: February 7, 2019
New York, New York

/s/ Sunny Singh
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Exhibit A

First Amendment to the Asset Purchase Agreement

**AMENDMENT NO. 1 TO
ASSET PURCHASE AGREEMENT**

This Amendment No. 1, dated as of February [●], 2019 (this “Amendment”), to the Asset Purchase Agreement (the “Purchase Agreement”), dated as of January 17, 2019, by and among Transform Holdco LLC, a Delaware limited liability company (together with any applicable Affiliated Designee, “Buyer”), Sears Holdings Corporation (“SHC” or the “Seller” and together with each of its Subsidiaries party to the Purchase Agreement, the “Sellers”) is entered into by and among Buyer and each Seller. Terms capitalized but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Buyer and the Sellers have previously entered into the Purchase Agreement pursuant to which, among other things, Buyer will acquire the Acquired Assets and assume the Assumed Liabilities on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, Buyer and the Sellers desire to amend the Purchase Agreement in accordance with Section 13.3 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in the Purchase Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I AMENDMENTS

SECTION 1.01. Section 1.1 of the Purchase Agreement is amended as follows:

(a) The definition of “Acquired Inventory” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Acquired Inventory” shall mean (i) with respect to any Operating Leased Property, all Inventory which is located at, on or in transit to the applicable Operating Lease Property as of the Closing Date, (ii) with respect to any Operating Owned Property, all Inventory which is located at, on or in transit to the Operating Owned Property as of the Closing Date, (iii) with respect to any IP/Ground Lease Property, all Inventory which is located at, on or in transit to the IP/Ground Lease Property as of the Closing Date, (iv) with respect to any Operating Sparrow Properties, all Inventory located at, on or in transit to the Operating Sparrow Properties, and (v) all other Inventory Related to the Business other than Inventory included in clause (ii) of the definition of Excluded Inventory.

(b) The definition of “Buyer Party Release” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety.

(c) The definition of “Designatable Lease” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Designatable Lease” shall mean each of (i) the GOB Leases, the Operating Leases, the Landlord Leases and the Sparrow Subleases and (ii) to the extent applicable to such leases and lease agreements, all non-disturbance agreements with fee owners or senior landlords, subordination, non-disturbance and attornment agreements, waivers and consents in favor of any Seller, estoppel certificates from landlords under any of the Leases (to the extent assignable), and landlord waivers or other collateral access agreements in favor of any Seller or any asset-based lenders.

(d) The following is added as a new defined term:

“Employee Lease Agreement” shall mean the agreement substantially in the form of Exhibit H.

(e) The definition of “Expenses” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Expenses” shall mean (i) the Buyer Occupancy Costs, if applicable, and (ii) the reasonable and documented out-of-pocket fees, costs and expenses or other disbursements borne by any Seller or its Affiliates incurred or accruing (a) during the Designation Rights Period, to the extent Related to the Operating Leases, Operating Leased Stores, Landlord Leases or Sparrow Leases, (b) to the extent Related to the GOB Leases or GOB Leased Stores following the GOB Period for each such GOB Lease or GOB Leased Store, (c) to the extent Related to the GOB Owned Stores following the GOB Period for such GOB Owned Store, (d) after the Closing, to the extent related to an Additional Contract or any Operating Lease, Operating Leased Store, Landlord Lease or Sparrow Lease or (e) as a result of the Sellers being the tenant or landlord under the Designatable Lease or Additional Contract during, with respect to the GOB Leased Stores, the period commencing after the GOB Period for each such GOB Leased Store and ending at the expiration of the Designation Rights Period, and with respect to any Operating Leased Property, Landlord Lease or Sparrow Lease, during the Designation Rights Period, and any reasonable and documented fees, costs and expenses incurred by any Seller or its Affiliates in connection with any transfer of a Designatable Lease to Purchaser following the Designation Rights Period, but in each case shall not, for the avoidance of doubt, include rejection damages or Cure Costs.

(f) The definition of “GOB Period” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“GOB Period” shall mean with respect to each GOB Store, the period commencing on the Closing Date and ending on the date that the Seller delivers written notice to Buyer that the “going-out-of-business” sale with respect to such GOB Store, as applicable, has been completed and all inventory of the Sellers has been removed from such GOB Store, as applicable. For the avoidance of doubt, the Sellers may deliver any such notice on or prior to the Closing Date.

(g) The definition of “GOB Stores” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“GOB Stores” shall mean, individually or collectively as the context may require, the GOB Leased Stores, the GOB Sparrow Properties and the GOB Owned Stores.

(g) The following is hereby added as a new defined term:

“Landlord Leases” shall mean each of (i) those leases or lease agreements (including ground leases) related to the Owned Real Property under which any Seller is the lessor (together with all amendments, modifications, supplements and renewals thereof), and (ii) to the extent applicable to such leases and lease agreements, all non disturbance agreements with fee owners or senior landlords, subordination, non disturbance and attornment agreements, waivers and consents in favor of any Seller, estoppel certificates from landlords under any such leases and lease agreements (to the extent assignable), and landlord waivers or other collateral access agreements in favor of any Seller or any asset based lenders.

(h) The definition of “Occupancy Expenses” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Occupancy Expenses” shall mean, with respect to any Lease Premises, Owned Real Property or Sparrow Property, all liquidated costs, expenses, obligations and liabilities under or in connection with the applicable Lease payable or paid by any Seller, including any and all mortgage payments, base rent, percentage rent, additional rent, CAM, utilities, Property Taxes and assessments, costs of continuing the level of maintenance and security required by this Agreement, a pro rata portion of insurance (including public liability and casualty insurance) attributable to such Lease or Lease Premises, Owned Real Property or Sparrow Property and all other categories of expenses, obligations and liabilities arising or accruing under or in connection with such Lease (whether or not billed by the applicable counterparty to such Lease), Owned Real Property or Sparrow Property. For the avoidance of doubt, Occupancy Expenses shall not include any Seller’s costs and expenses of (a) any professionals retained in connection with the Bankruptcy Cases or (b) counsel of any kind except to the extent counsel is retained with respect to a Lease, Owned Real Property or Sparrow Property and not the Sellers’ other operations.

(i) The definition of “PA Liabilities Services Agreement” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety.

(j) The following is hereby added as a new defined term:

“Proration Date” shall have the meaning given in Section 9.11(a).

(k) The definition of “Securities Consideration” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Securities Consideration” shall mean the securities described in Schedule 9.2.

(l) The following is hereby added as a new defined term:

“Services Agreement” shall mean the agreement substantially in the form attached hereto as Exhibit I.

(m) The following are hereby added as new defined terms:

“Sparrow Leases” shall mean the Sparrow Subleases together with the lease listed in Schedule 1.1(r).

“Sparrow Subleases” shall mean each of (i) those leases or lease agreements (including ground leases) related to the Sparrow Properties under which any Seller is the lessor (including the leases listed on Schedule 1.1(s)) (together with all amendments, modifications, supplements and renewals thereof), and (ii) to the extent applicable to such leases and lease agreements, all non disturbance agreements with fee owners or senior landlords, subordination, non disturbance and attornment agreements, waivers and consents in favor of any Seller, estoppel certificates from landlords under any such leases and lease agreements (to the extent assignable), and landlord waivers or other collateral access agreements in favor of any Seller or any asset based lenders.

(n) The definition of “Store Cash” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Store Cash” shall mean any cash of the Sellers in the registers or otherwise held at any Operating Lease Property, any Operating Owned Property or any Sparrow Property, in an amount not to exceed \$17,000,000.

(o) The definition of “Second Lien Line of Credit Facility” contained in Section 1.01 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Second Lien Line of Credit Facility” shall mean each line of credit facility granted pursuant to an amendment to the Second Lien Credit Agreement.

SECTION 1.02. Section 2.1(p) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(p) any and all Actions or Claims (other than returns of merchandise for warranty claims (except, for the avoidance of doubt, to the extent Related to Acquired Inventory or comprising Assumed Liabilities)) of Sellers as of the Closing that (i) constitute Acquired Assets under any other subsection of this Section 2.1, or (ii) are against vendors, counterparties to leases, licenses or other contracts, customers, Transferred Employees or parties to other commercial relationships of the Business, in each case as of immediately prior to the Closing, that arose in connection with the ownership of the Acquired Assets or the operation of the Business or the Acquired Assets, excluding (in each case) any Actions or Claims that are, or are Related to, an Excluded Asset or Excluded Liability;”

SECTION 1.03. Section 2.1(r) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(r) the KCD Notes;”

SECTION 1.04. Section 2.1(t) of the Purchase Agreement is hereby deleted in its entirety on the basis that its subject matter is addressed by Section 2.1(p) of the Purchase Agreement.

SECTION 1.05. Section 2.1(v) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(v) the release of the Released Estate Claims in accordance with Section 9.13;”

SECTION 1.06. Section 2.1(bb) of the Purchase Agreement is hereby amended to remove the word “and” at the conclusion of such Section, Section 2.1(cc) of the Purchase Agreement is hereby amended to replace the period at the conclusion of such Section with a semicolon and the following is hereby added as Section 2.1(dd) of the Purchase Agreement:

“(dd) subject to Section 2.13, any Acquired Foreign Assets; and”

SECTION 1.07. The following is hereby added as Section 2.1(ee) of the Purchase Agreement:

“(ee) any bank accounts of the Sellers as may be agreed by Buyer and the Sellers prior to the Closing Date (but, for the avoidance of doubt, not including any cash in any such bank accounts).”

SECTION 1.08. Section 2.2(i) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(i) all Claims, Proceedings, and causes of action of Sellers other than Claims described in any subsection of Section 2.1. Notwithstanding anything to the contrary in Section 2.1(p) or elsewhere, the Excluded Assets shall include (A) all Claims, Proceedings and causes of action of Sellers against vendors, counterparties to leases, licenses or other contracts, customers, Transferred Employees or parties to other commercial relationships of the Business, in each case as of immediately prior to the Closing, that that did not arise in connection with the ownership of the Acquired Assets or the operation of the Business or the Acquired Assets; (B) all Avoidance Actions; (C) all Released Estate Claims; and (D) all Claims, Proceedings, and causes of action described in the second sentence of Section 9.13(e)(ii) (other than in clause (a) thereof), including any Claims against the Sellers or their directors, officers, insiders or shareholders under any applicable Law arising from any pre-petition transaction including for breach of fiduciary duty, fraudulent conveyance, or illegal dividend. Nothing in this Section 2.2(i) or in any subsection of Section 2.1 shall affect the scope of the Released Estate Claims or Section 9.13, and in the event of any conflict between

Section 2.2(i) and any subsection of Section 2.1, on the one hand, and Section 9.13, on the other hand, Section 9.13 shall govern;”

SECTION 1.09. Section 2.2(n) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(n) all bank accounts (except as otherwise provided in Section 2.1(ee));”

SECTION 1.10. Section 2.2(p) of the Purchase Agreement is hereby amended to remove the word “and” at the conclusion of such Section and Section 2.2(q) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(q) the SHIP Purchase Agreement Assets (if the SHIP Closing shall have occurred prior to the Closing Date); and”

SECTION 1.11. In Section 2.3(i) of the Purchase Agreement, the reference to “Section 9.2” is revised to refer to “Section 9.2(a)”.

SECTION 1.12. Section 2.3(j) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(j) all Liabilities with respect to the Transferred Employees (i) to the extent arising as a result of an event, action or omission that occurs on or following the Closing Date or (ii) expressly assumed by Buyer and its Subsidiaries pursuant to Section 9.7 (including under the Employee Lease Agreement);”

SECTION 1.13. Section 2.3(n) of the Purchase Agreement is hereby amended to remove the word “and” at the conclusion of such Section, Section 2.3(o) of the Purchase Agreement is hereby amended to replace the period at the conclusion of such Section with a semicolon and the following is hereby added as Section 2.3(p) of the Purchase Agreement:

“(p) the claims underlying the mechanics’ liens identified in Section 2 of Schedule 6.5; and”

SECTION 1.14. The following is hereby added as Section 2.3(q) of the Purchase Agreement:

“(q) all fee and reimbursement obligations in connection with any Backstopped Letter of Credit.”

SECTION 1.15. Section 2.3(k)(x) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(x) Notwithstanding anything to the contrary herein or in the Approval Order, and for the avoidance of doubt, the Buyer's agreement to pay Assumed 503(b)(9) Claims, Other Payables, or any other administrative or priority claim of the Sellers pursuant to the terms hereof is a general unsecured contractual obligation of the Buyer owed solely to the Sellers;”

SECTION 1.16. Section 2.4(p) of the Purchase Agreement is hereby amended to add the word “and” at the conclusion of such Section, Section 2.4(q) of the Purchase Agreement is hereby amended to replace “; and” at the conclusion of such Section with a period and Section 2.4(r) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(r) [Reserved].”

SECTION 1.17. The final paragraph of Section 2.4 is revised to read as follows:

“For the avoidance of doubt, (i) all Taxes of any Seller shall be Assumed Liabilities, regardless of the time and circumstances giving rise to any such Taxes, except for any Tax expressly excluded under Section 2.4(h) or Section 2.4(i) and (ii) the Liabilities of any entity that is an Acquired Foreign Asset shall not be Excluded Liabilities.”

SECTION 1.18. Section 2.6 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 2.6 Purchase and Sale of Designation Rights. Upon the terms and subject to the conditions of this Agreement and the Approval Order, on the Closing Date, Sellers shall sell, transfer, assign and convey, or cause to be sold, transferred, assigned and conveyed, to Buyer, and Buyer shall purchase from Sellers, the Designation Rights. For the avoidance of doubt, the sale, transfer, assignment and conveyance of the Designation Rights provided for herein on the Closing Date shall not effectuate a sale, transfer, assignment or conveyance of any Designatable Lease to Buyer or any other Assignee, which shall only be effectuated on a Designation Assignment Date; provided, that, notwithstanding the foregoing, Buyer shall be responsible for all Expenses arising under or related to any Designatable Lease from and after the Closing Date until, if applicable, the rejection of such Designatable Lease in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the Approval Order and the requirements of section 365(b) of the Bankruptcy Code, Buyer shall have the right to designate itself or any other Person as the Assignee to which a Designatable Lease is to be assumed and assigned. The Designation Rights shall terminate upon the expiration of the Designation Rights Period.”

SECTION 1.19. Section 2.8(e) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(e) Notwithstanding anything to the contrary contained in this Agreement, the Sellers shall not transfer the KCD Notes to Buyer, and Buyer shall not assume the PA Liabilities from the Sellers, unless and until the Sellers have received the requisite consent of the Bermuda Monetary Authority or any other applicable Bermuda regulatory authority to the transfer of the KCD Notes (the “BMA Consent”). The Sellers shall cooperate with Buyer in determining the manner in which such transfer pursuant to Section 2.1(r) shall take place as soon as practicable after the Closing. The Sellers shall

use reasonable best efforts to obtain the BMA Consent and Buyer shall cooperate in such efforts. Immediately following receipt of the BMA Consent, the transfer of the KCD Notes and the assumption of the PA Liabilities shall take place simultaneously. From the Closing Date until such time as the transfer of the KCD Notes and the assumption of the PA Liabilities occurs, pursuant to the Services Agreement, (i) Buyer shall provide services to the applicable Sellers sufficient to enable Sellers to perform the PA Liabilities and (ii) in consideration for such services, Sellers shall pay to Buyer an amount equal to the aggregate of all amounts paid by Buyer to Sellers with respect to any licenses under which Buyer licenses the KCD IP.”

SECTION 1.20. Section 2.9 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 2.9 If, at any time prior to the date that is sixty (60) days after the Closing Date, but in no event later than May 3, 2019 (the “Designation Deadline”), Buyer so determines as to any Contract that is Related to the Acquired Assets or is an IP License, in each case but is not an Initial Assigned Contract (other than (i) any lease of non residential real property and (ii) any Excluded Asset set forth in Section 2.2) (each, an “Additional Contract”), Buyer may elect, after consultation with the Sellers, by written notice delivered to the Sellers, to designate for assignment or assumption and assignment any Additional Contract for no additional consideration. Upon the designation of any such Additional Contract as an Assigned Agreement pursuant to this Section 2.9, the Sellers will use their reasonable best efforts to assume and assign to the applicable Assignee such Additional Contract so long as the Buyer pays all Expenses accrued post-Closing and all Cure Costs associated with such Additional Contract; provided, however, that nothing herein shall be deemed or construed to obligate the Sellers to retain, or refrain from rejecting or terminating any Lease or Contract after the Designation Deadline that does not constitute an Assigned Agreement. Notwithstanding anything to the contrary herein, the Sellers shall not be obligated to assume and assign any Contract pursuant to this Section 2.9 with respect to which Buyer fails to satisfy the Bankruptcy Court as to adequate assurance of future performance or for which Consent is required to assume and assign such Additional Contract and such Consent has not been obtained, provide that the Parties shall use their reasonable best efforts to obtain all such Consents. Without duplication of any amounts payable under the Services Agreement, Buyer shall pay all Expenses accrued after the Closing with respect to any Additional Contract that is not ultimately designated as an Assigned Agreement if and to the extent Buyer receives a benefit under such Additional Contract. If the Sellers also receive a benefit under such Additional Contract after the Closing, Buyer and the Sellers shall allocate a proportionate amount of the Expenses with respect to such Additional Contract to the Sellers (including by netting against amounts owed by Buyer).”

SECTION 1.21. Section 2.11 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 2.11 Rejection of Outbound IP Licenses. Within seven (7) Business Days after the Closing Date, subject to section 365(n) of the Bankruptcy Code, the Sellers shall file a motion to reject, and take all actions (including actions required

under section 365 of the Bankruptcy Code) reasonably necessary to reject any Outbound IP Licenses that (i) are executory Contracts and (ii) are designated by Buyer for rejection at any time prior to the second (2nd) Business Day prior to the Closing Date (such Contracts, “Closing Date Rejected Licenses”). Without limiting the foregoing, promptly following the Designation Deadline, the Sellers shall file a motion to reject, and take all actions (including actions required under section 365 of the Bankruptcy Code) reasonably necessary to reject, any Outbound IP Licenses that (x) are not Closing Date Rejected Licenses, (y) are executory Contracts and (z) are not designated by Buyer for assignment or assumption and assignment as an Assigned Agreement in accordance with the terms of this Agreement or for solely assumption pursuant to Section 9.14(d).”

SECTION 1.22. Section 2.13(a) and Section 2.13(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(a) On the Closing Date, (i) the Sellers shall use reasonable best efforts to cause each of the Foreign Subsidiaries to sell, transfer, assign, convey and deliver, or cause to be sold, transferred assigned, conveyed and delivered to Buyer or the applicable Assignee, and Buyer or such applicable Assignee shall use reasonable best efforts to purchase, all right, title and interest of each of the Foreign Subsidiaries, in, to or under all assets, properties and rights Related to the Business (other than the Excluded Assets) and any other assets of the type that would have been Acquired Assets had they had been owned by the Sellers as of the Closing Date or minority equity interests in non-U.S. Persons held by Subsidiaries of the Seller (other than any Subsidiary who is a Seller (including, if agreed between Buyer and the Sellers, through transferring the equity of any such Subsidiaries holding such minority equity interests)) (collectively, the “Acquired Foreign Assets”), in each case free and clear of any and all Encumbrances of any kind, nature or description and any Claims, other than Permitted Post-Closing Encumbrances and (ii) subject to and to the extent of the transfer of the Acquired Foreign Assets, Buyer shall assume, effective as of the Closing, and shall timely perform and discharge in accordance with their respective terms all Liabilities (other than Excluded Liabilities) of the type that would have been Assumed Liabilities had the applicable Foreign Subsidiary been a Seller as of the Closing Date. If the transfer of any Acquired Foreign Assets does not occur at the Closing Date, Seller and Buyer shall use reasonable best efforts to complete such transfer as promptly as practicable and shall enter into such agreements as may be reasonably required to provide Buyer or the applicable Assignee the benefit of such assets until such transfer is consummated. If, at any time prior to the date that is sixty (60) days after the Closing Date, Buyer determines (in its sole discretion) and notifies the Seller that it is necessary or desirable to acquire all of the equity interests in any Foreign Subsidiary in lieu of the acquisition of assets and assumption of liabilities contemplated by the first sentence of this Section 2.13(a), then the Sellers shall use reasonable best efforts to transfer such equity interests, which equity interests shall be deemed to be Acquired Foreign Assets. If (i) the proposed transfer of any Acquired Foreign Assets triggers any right of first offer, right of first refusal or other preemptive right by a third party and (ii) such third party exercises such right of first offer, right of first refusal or other preemptive right, then the Sellers shall pay or cause to be paid to Buyer any consideration received by the Sellers or their Subsidiaries resulting

from such exercise (and such transfer shall be deemed to satisfy the Sellers' obligation to sell, transfer, assign, convey or deliver the applicable Acquired Foreign Asset).

(b) If, at any time prior to the date that is sixty (60) days after the Closing Date, Buyer determines (in its sole discretion) and notifies the Seller that it is necessary or desirable to acquire other minority equity interests in non-U.S. Persons held by Subsidiaries of the Seller (other than any Subsidiary who is a Seller (including, if agreed between Buyer and Sellers, through transferring the equity of any such Subsidiaries holding such minority equity interests)) so as to ensure that Buyer or the applicable Assignee shall be able to secure the benefit of the applicable Acquired Foreign Assets, Buyer may elect, by written notice delivered to the Sellers, to acquire such other minority equity interests directly from the Seller it being agreed by the Parties that such equity interests will be deemed to be Acquired Foreign Assets for the purposes of this Agreement. Following any such election, Buyer and the Seller shall promptly execute all documentation required to effectuate the purchase and sale of such other minority equity interests under applicable Law. If (i) the proposed transfer of any such other minority equity interests triggers any right of first offer, right of first refusal or other preemptive right by a third party and (ii) such third party exercises such right of first offer, right of first refusal or other preemptive right, then the Sellers shall pay or cause to be paid to Buyer any consideration received by the Sellers or their Subsidiaries resulting from such exercise (and such transfer shall be deemed to satisfy the Sellers' obligation to sell, transfer, assign, convey or deliver the applicable other minority equity interests)."

SECTION 1.23. Section 3.1(a)(ii) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"(ii) an amount in cash equal to the Store Cash as of 12:01 a.m. New York City time on the Closing Date; *plus*;"

SECTION 1.24. The following proviso is hereby added at the end of Section 3.1(a):

"provided, that to the extent any portion of the Closing Payment Amount will be used by Sellers to satisfy the existing indebtedness of Sellers under the DIP Credit Agreement with respect to outstanding letters of credit, Buyer shall assume, cash collateralize or backstop any such letters of credit (any such assumed, cash collateralized or backstopped letters of credit, the "Backstopped Letters of Credit"). The obligation of Buyer to pay the cash portion of the Closing Payment Amount shall be reduced on a dollar for dollar basis by the face amount of the Backstopped Letters of Credit. Sellers shall notify Buyer on the Business Day prior to the Closing Date as to any amounts outstanding under the DIP Credit Agreement as to which Buyer shall be required to assume or backstop letters of credit."

SECTION 1.25. Section 3.1(b)(iv) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(iv) obligations held by, or credit bid at the direction of, Buyer and its Affiliates as of the Closing Date in an aggregate amount equal to \$433,450,000 under (x) the Second Lien Term Loan; (y) the Second Lien Line of Credit Facility; and (z) the Second Lien PIK Notes,”

SECTION 1.26. Section 4.1 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 4.1 Closing Date. The closing of the sale, transfer, assignment, conveyance and delivery of the Designation Rights and the Sellers’ right, title and interest in, to and under the Acquired Assets by the Sellers to Buyer contemplated hereby (the “Closing”) shall take place at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, or at such other place or time as Buyer and the Sellers may mutually agree, on the third (3rd) Business Day following satisfaction or waiver of the conditions set forth in Article X and Article XI (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing). Notwithstanding the immediately preceding sentence, if the Marketing Period has not ended at the time of the satisfaction or waiver of the conditions set forth in Article X and Article XI (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), then the Closing shall occur instead on the date that is the earlier to occur of (x) any Business Day as may be specified by Buyer on no less than two (2) Business Days’ prior written notice to the Sellers and (y) two (2) Business Days following the final day of the Marketing Period. The date on which the Closing actually occurs is referred to as the “Closing Date”, and for all purposes under this Agreement and any Transaction Document (including the Occupancy Agreement and the Seller Retained Occupancy Agreement), the Closing Date shall be deemed to be 12:01 a.m., New York City time on the date on which Closing actually occurs.”

SECTION 1.27. Section 4.2(e) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(e) the Employee Lease Agreement and the Services Agreement, each duly executed by Buyer; and”

SECTION 1.28. Section 4.3(e) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(e) a quit claim deed to be recorded with respect to the Owned Real Property, or if a quit claim deed is not acceptable to the title insurer to receive insurable title in a particular jurisdiction, a no-warranty deed;”

SECTION 1.29. Section 4.3(h) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(h) all tangible embodiments of the Acquired Intellectual Property, including all (i) Software object code and source code related thereto, (ii) all materials and

documentation (in electronic and editable form, to the extent existing in such form) necessary for the use, modification, manufacture, sale and other exploitation of the Acquired Intellectual Property, to the extent not included in Intellectual Property Related Documentation, (iii) all content made available on or through any websites and webpages accessed through any Domain Names or Media Accounts included in the Acquired Intellectual Property and all other audio-visual or written materials (including such archival materials) produced by or on behalf of the Sellers, (iv) all Labeling and Marketing Materials and (v) all Product Catalogs and Manuals;”

SECTION 1.30. Section 4.3(k) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(k) a counterpart of each Short Form Assignment provided by Buyer to Seller as of February 5, 2019, duly executed by each applicable Seller (it being understood that post-Closing, the Parties will, in good faith, continue to prepare and execute all other jurisdiction-specific Short Form Assignments provided by Buyer to Seller unless otherwise agreed in writing by the Parties);”

SECTION 1.31. Section 4.3(l) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(l) a counterpart of each IP Power of Attorney provided by Buyer to Seller as of February 5, 2019, duly executed by each applicable Seller (it being understood that post-Closing, the Parties will, in good faith, continue to prepare and execute all other jurisdiction-specific IP Powers of Attorney provided by Buyer to Seller unless otherwise agreed in writing by the Parties);”

SECTION 1.32. Section 4.3(n) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(n) the Employee Lease Agreement and the Services Agreement, each duly executed by the Sellers;”

SECTION 1.33. Section 4.4 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 4.4 Local Sale Agreements. Subject to the terms and conditions hereof, to the extent necessary or desirable to effect the Closing on the terms hereof, Buyer or applicable Assignee and relevant Sellers shall, enter into such agreements or instruments, including a sale agreement and no-warranty deed for the Owned Real Property and bills of sale and/or assignment and assumption agreements, providing for the sale, transfer, assignment or other conveyance to Buyer or applicable Assignee, in accordance with the requirements of applicable local Law. The Sellers and Buyer acknowledge and agree that to the extent applicable law imposes requirements for transferring assets of record, the Parties will reasonably cooperate to satisfy such requirements as to transfer such assets as promptly as reasonably practical after Closing.”

SECTION 1.34. Section 5.1(c)(ii) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(ii) The operation of the GOB Owned Stores during the GOB Period and the Sparrow Properties set forth on Schedule 5.1(c)(ii) (collectively, the “GOB Sparrow Properties” and the Sparrow Properties other than the GOB Sparrow Properties, the “Operating Sparrow Properties”) during the period commencing on the Closing Date and ending on the date that the Seller delivers written notice to Buyer that the “going-out-of-business” sale with respect to such Sparrow Properties has been completed and all inventory of the Sellers has been removed from such Sparrow Properties shall be governed by the Seller Retained Occupancy Agreement and the Seller shall conduct such operation pursuant to such Seller Retained Occupancy Agreement as the Seller determines in its sole discretion.”

SECTION 1.35. Section 5.2(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(b) Within five (5) Business Days following the date upon which Buyer delivers a Buyer Assumption Notice to the Sellers with respect to any Designatable Lease, together with a related assignment agreement substantially in the form attached hereto as Exhibit E (the “Assignment and Assumption of Lease”) executed by the applicable Assignee, the Sellers shall (1) deliver to Buyer and such Assignee a fully executed Assignment and Assumption of Lease and (2) file with the Bankruptcy Court and serve on the applicable lessor(s) and other appropriate notice parties (as applicable) a notice, and shall seek entry by the Bankruptcy Court of the Approval Order in respect of the Designatable Leases subject to such Buyer Assumption Notice. As of the applicable Designation Assignment Date, except for such obligations and liabilities with respect to such Designatable Leases and the related Lease Premises arising during the Designation Rights Period and except for Buyer’s obligations specifically set forth in this Agreement, as between Buyer and the Assignee, Buyer shall have no further obligation or Liability with respect to such Designatable Lease or the related Lease Premises (including any obligation to continue to pay Expenses with respect thereto) and Assignee shall thereafter be solely responsible for all amounts payable or other obligations or liabilities that may be owed in connection with such Designatable Lease or the related Lease Premises; provided, however, that nothing in this sentence shall affect the Sellers’ rights against Buyer with respect to such Designatable Lease or the Lease Premises as set forth in this Agreement.”

SECTION 1.36. Section 6.6(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Sellers have good and marketable fee title to the Owned Real Property, free and clear of all liens (except for Permitted Encumbrances). None of the Owned Real Property is subject to any leases or tenancies or other rights of occupancy other than the Landlord Leases;”

SECTION 1.37. Section 8.8(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(a) [Reserved].”

SECTION 1.38. Section 8.8(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(b) To the extent permitted by applicable Law, during the Management Services Period, the applicable the Sellers shall remain the manager, controller or operator of each Acquired Property, Occupancy Leased Premise and Sparrow Property solely to the limited extent required for any Permit applicable to such Acquired Property, Occupancy Leased Premise or Sparrow Property (in the case of the Sparrow Properties, solely to the extent of any Sellers’ rights related to the Sparrow Properties) to remain effective (the “Management Services”). Notwithstanding the foregoing, to the fullest extent permitted by applicable Law, each of the Sellers hereby appoints Buyer and its Affiliated Designees as agent of such Seller to manage, control and operate each of (i) the Acquired Properties, (ii) Occupancy Leased Premises and (iii) the Sparrow Properties (in the case of the Sparrow Properties, solely to the extent of any Sellers’ rights related to the Sparrow Properties) at which Management Services are being provided (collectively, the “Managed Properties”). Pursuant to their appointment as the Sellers’ agent, Buyer and its Affiliated Designees shall be entitled to manage, control and operate each of the Managed Properties as they see fit in their sole discretion and collect and retain all revenues generated by each Managed Property. In furtherance thereof, the Parties acknowledge and agree that the Sellers shall have no economic interest in the Managed Properties other than the right to receive the Management Services Reimbursements. As consideration for the provision of the Management Services, Buyer shall reimburse the Sellers, or cause the Sellers to be reimbursed, for any reasonable and documented out-of-pocket costs, fees and expenses incurred at any time in providing the Management Services, including any income and other taxes incurred by the Seller and its Subsidiaries in respect of the payment and receipt of such reimbursement (the “Management Services Reimbursements”) and indemnify the Sellers from any Liability arising from the provision of the Management Services, except for any such Liability arising from gross negligence or willful misconduct of the Sellers. For the avoidance of doubt, all employees of the Managed Properties shall be employed by Buyer or its Affiliated Designee and no Seller shall have any authority to take action as an employer with respect to any such employee or to enter into any Contract on behalf of Buyer or any Affiliated Designee except to the extent otherwise provided for pursuant to any arrangement entered into in accordance with Section 9.7(a).”

SECTION 1.39. The following is hereby added as Section 8.10 of the Purchase Agreement:

“Section 8.10 Sparrow Master Lease. The Parties hereby agree that the lease set forth on Schedule 1.1(r) shall be assumed by the Sellers and assigned to the Buyer on the Closing Date.”

SECTION 1.40. Section 9.2(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Unless Buyer makes the election under Section 2.12(b) to treat all the transactions described in Article II as Designated Sale Transactions (resulting in no transfer of the Sellers’ Tax attributes to Buyer): (1) Buyer shall provide to the Sellers detailed instructions as to steps to take (or not take) in order to secure and preserve the qualification of any of the transactions set forth in this Agreement as a Tax Reorganization (except if and to the extent Buyer determines otherwise, in accordance with Section 2.12(b), in respect of a given transaction or a particular Seller) and to achieve the Tax Result, including with respect to (i) repayment, cancellation or settlement of, or other actions with respect to, intercompany accounts after the approval of the Bankruptcy Plan and on or before the Closing Date, (ii) the merger of any of the Sellers’ Subsidiaries with another Sellers’ Subsidiaries after the approval of the Bankruptcy Plan and on or before the Closing Date or conversion of any of the Sellers’ Subsidiaries into limited liability companies, (iii) the filing of any Tax elections to treat any such Subsidiaries as disregarded entities for U.S. federal income tax purposes, or otherwise taking an action to establish that such Subsidiaries have liquidated for tax purposes, (iv) implementation of the Distribution Requirement in a manner that is consistent with section 507 of the Bankruptcy Code, (v) satisfaction of the ownership requirements set forth in section 382(l)(5)(A)(ii) of the Code, (vi) the manner in which the transfer of the KCD Notes shall take place, and (vii) any other instructions that in the reasonable opinion of tax counsel for Buyer are necessary or desirable to ensure the qualification of the Tax Reorganization and the achievement of the Tax Result, and the Sellers shall follow such instructions; provided that (A) such instructions shall not limit the Sellers’ discretion or actions in respect of (x) operating the Business and its other Assets in the Ordinary Course of Business and in compliance with the other provisions of this Agreement for all periods through the Closing Date, (y) disposing of any of its Assets if and to the extent permitted under the other provisions of this Agreement (z) taking or refraining from taking any action required by this Agreement or by Law, including if such actions would be inconsistent with its obligations under the Bankruptcy Code or other applicable Law, (B) if requested by the Sellers, Buyer’s tax counsel shall deliver to the Sellers a Tax Opinion that each and any such transaction (other than any Designated Sale Transactions) qualifies as a Tax Reorganization, and (C) nothing herein shall affect Buyer’s liability for Taxes that are Assumed Liabilities; (2) subject to the preceding clause (1), the Sellers agree to cooperate with Buyer in order that, for federal income Tax purposes, the transactions effected pursuant to this Agreement, together with the distributions made by, and liquidation of, the Sellers pursuant to the Bankruptcy Plan, are treated as one or more plans of reorganization under section 368 of the Code and as qualifying as one or more reorganizations under section 368(a)(1)(G) of the Code (except if and to the extent Buyer determines otherwise, in accordance with Section 2.12(b), in respect of a given transaction or a particular Seller); (3) any Tax Return in respect of a Tax imposed on any Seller for which Buyer is liable hereunder shall be prepared by Buyer, a copy of such Tax Return shall be provided to SHC at least thirty (30) days prior to the due date thereof, Buyer shall consider in good faith any reasonable comments provided by the Sellers, the Sellers shall, if necessary for filing, properly execute any such Tax Return, and Buyer shall timely and properly file any such Tax Return and pay

the amount of any Taxes shown due on any such Tax Return; and (4) immediately following the Closing, the Sellers shall take the steps with respect to the Securities Consideration described in Schedule 9.2. Consistent with and subject to the foregoing, the Seller shall convert any of the Sellers' Subsidiaries as shall be designated by Buyer to a limited liability company pursuant to instructions provided by Buyer."

SECTION 1.41. Section 9.3(d) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"(d) As soon as practicable (and in any event within ninety (90) days) after the Closing Date, Buyer shall deliver to the Sellers a schedule allocating the Purchase Price (including any Assumed Liabilities treated as consideration for the Acquired Assets for Tax purposes) (the "Allocation Schedule"). The Allocation Schedule shall allocate the Purchase Price among the Sellers and among the Acquired Assets acquired from each Seller, and shall be prepared in accordance with Section 1060 of the Code if Buyer makes the election under Section 2.12(b) to treat all the transactions described in Article II as Designated Sale Transactions (resulting in no transfer of the Sellers' Tax attributes to Buyer), and in any case shall be prepared in accordance with applicable law to the extent necessary to comply with reporting in respect of applicable Transfer Taxes. The Allocation Schedule shall be deemed final unless the Sellers notify Buyer in writing that the Sellers object to one or more items reflected in the Allocation Schedule within forty-five (45) days after delivery of the Allocation Schedule. In the event of any such objection, Buyer and the Sellers shall negotiate in good faith to resolve such dispute; provided, however, that if Buyer and the Sellers are unable to resolve any dispute with respect to the Allocation Schedule within sixty (60) days after the delivery of the Allocation Schedule, such dispute shall be resolved by the CPA Firm. The fees and expenses of the CPA Firm in connection therewith shall be borne equally by Buyer and the Sellers. Each of Buyer and the Sellers agrees to file its respective federal, state and local Tax returns in accordance with the Allocation Schedule, and any adjustments to the Purchase Price pursuant to this Section 9.3 shall be allocated in a manner consistent with the Allocation Schedule. For the avoidance of doubt, the Parties shall cooperate in determining the portion of the Purchase Price allocable to the Acquired Assets that are subject to a Transfer Tax prior to the due date of the Tax Return required to be filed in connection with such Transfer Taxes; provided, that if the parties do not agree with respect to such determination, such matter shall be resolved in accordance with the determination of the CPA Firm; provided further, that such Tax Return will be adjusted, as applicable, consistent with the procedures described above, to reflect any adjustments to the allocated Purchase Price. Notwithstanding the foregoing, in the case of any asset for which an allocation of Purchase Price is required earlier than contemplated by the foregoing, the time frame for determination of the allocation of Purchase Price to those assets shall be fixed by the Parties to accommodate such requirement, provided that any such allocation may thereafter be revised for other purposes as appropriate and necessary to reflect the overall final allocation of Purchase Price in the Allocation Schedule."

SECTION 1.42. Section 9.7 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 9.7 Employment Offers.

(a) Buyer shall make an offer of employment to any Business Employee represented by a labor union and whose terms and conditions of employment are covered by a collective bargaining agreement (“Represented Employees”) using reasonable best efforts to comply with the requirements of any such collective bargaining agreement. For any Business Employee not represented by a labor union (“Non-Represented Employees”), Buyer shall, or shall cause any of its Subsidiaries to, (i) no later than five (5) days prior to the date determined under the Employee Lease Agreement (the “Offer Effective Date”), use reasonable best efforts to provide a written offer of employment in a comparable position to, effective as of 11:59 p.m., local time, on the Offer Effective Date, each of such Business Employees, or (ii) to the extent required by and in accordance with applicable Law, enter into employment agreements with each of such Business Employees. Those Business Employees, including both Represented Employees and Non-Represented Employees, who accept such offer of employment on or before the Offer Effective Date in accordance with the provisions of such offer and continue employment with Buyer or any of its Subsidiaries, shall be referred to as “Transferred Employees.” At the Closing, Buyer and the Seller shall enter into the Employee Lease Agreement pursuant to which Buyer shall, at Buyer’s cost, have the benefit of the Business Employees’ (the “Leased Employees”) services during the period from the Closing Date through the Offer Effective Date (the “Lease Period”) such that Buyer may carry on the operation of the Business from and after the Closing Date. In accordance with the Employee Lease Agreement, and for the avoidance of doubt, Buyer shall timely advance to the Seller the actual, out-of-pocket expenses to be paid or provided by the Seller and its Subsidiaries for wages and benefits associated with the Leased Employees during the Lease Period and any other liabilities attributable to Leased Employees that are incurred by the Seller and its Subsidiaries in connection with the Employee Services (as defined in the Employee Lease Agreement) during the Lease Period such that the Seller is in the same economic position as if the Leased Employees had been hired by Buyer as of the Closing. For the avoidance of doubt, during the Lease Period, the Seller and its Subsidiaries shall continue to provide to each of the Leased Employees compensation and benefits on the same basis as they were provided to such Leased Employee immediately prior to the Closing Date.

(b) Subject to the last sentence of this Section 9.7(b) and except as otherwise expressly provided in this Section 9.7(b), with respect to each Transferred Employee who remains employed by Buyer or any of its Subsidiaries, Buyer shall, or shall cause any of its Subsidiaries to, provide for the period commencing on the Offer Effective Date and ending on the last day of the Sellers’ fiscal year ending in 2020, subject to such Transferred Employee’s continued employment with Buyer or any of its Subsidiaries (as applicable) (i) (A) base salary or hourly wage rate and (B) a target short-term cash incentive opportunity, in each of (A) and (B), that is at least equal to the base salary or wages and target short-term cash incentive opportunity, respectively, provided to such Transferred Employee immediately prior to the Closing Date and (ii) a group health and welfare plan and, subject to and in accordance with Section 9.7(k), a 401(k) plan, qualified under Sections 401(a) and 401(k) of the Code (“401(k) Plan”), that are substantially comparable in the aggregate to the group health and welfare plan and 401(k) Plan under which such Transferred Employee participates as of the date hereof. For the avoidance of doubt, (x) the

terms of this Section 9.7(b) shall apply notwithstanding anything to the contrary in any non-solicitation or similar agreement currently entered into by Buyer or any of its Affiliates and the Sellers and (y) from and after the date hereof, no such non-solicitation or similar agreement by Buyer and any Seller or any Affiliate thereof entered into prior to the date hereof shall prevent Buyer from hiring (or seeking to hire) any employee of the Sellers. The Parties agree to cooperate in good faith to coordinate the establishment of benefit plans and arrangements so as to satisfy the obligations set forth in this Section 9.7(b)(ii).

(c) Except as otherwise provided under the terms of the applicable Employee Plan, each Transferred Employee shall be given credit for all service with the Sellers under all employee benefit plans, programs and policies and fringe benefits of the Business or Buyer or any of its Subsidiaries in which they become participants (i) for purposes of eligibility, participation, and vesting (but not benefit accruals), and (ii) with respect to any vacation and severance plans, programs or arrangements of Buyer or its Subsidiaries, for purposes of determining the level of benefits except to the extent such crediting would result in duplication of benefits with respect to the same period of service.

(d) If a Transferred Employee becomes eligible to participate in a medical, dental or health plan of Buyer (or its Subsidiaries), Buyer shall, or shall cause its Subsidiaries to, to the extent permitted by (x) applicable Law and (y) the terms of the applicable medical, dental or health plan of Buyer or any of its Subsidiaries in which the Transferred Employee participates following the Closing, cause the plan provider of such plan to (i) waive any preexisting condition limitations to the extent such pre-existing condition limitations would not have been applicable under the applicable medical, dental or health plans of the Sellers as of immediately prior to the Closing Date and (ii) credit any complete or partial satisfaction of any deductible and out-of-pocket expenses incurred by the Transferred Employee and his or her dependents under the applicable Seller's or its Subsidiaries' medical, dental or health plans during the portion of the calendar year in which the Closing Date occurs. Buyer agrees to use commercially reasonable efforts to cause a medical, dental and health plan provider to provide such waivers and credits contemplated by the first (1st) sentence of this Section 9.7(d). If a Transferred Employee becomes eligible to participate in a group term life insurance plan maintained by Buyer or its Subsidiaries, Buyer shall use commercially reasonable efforts to cause such plan to waive any medical certification for such Transferred Employee up to the amount of coverage the Transferred Employee had under the life insurance plan of the Sellers (but subject to any limits on the maximum amount of coverage under Buyer's life insurance plan).

(e) Except as required by Law or an applicable bargaining agreement or as otherwise agreed in writing by the Parties, Buyer or any of its Subsidiaries shall provide severance and other separation benefits to each Leased Employee and Transferred Employee terminated by Buyer or any of its Subsidiaries within the period commencing on the Closing Date and ending on the last day of the Sellers' fiscal year ending in 2020 that are at least equal to the severance and other separation benefits provided by the Seller and its Subsidiaries to such Leased Employee and Transferred Employee as in effect immediately prior to the Petition Date, it being understood that such severance and other

separation benefits do not include any long-term incentive, equity incentive, defined benefit pension or retiree welfare or life insurance benefits.

(f) Except as prohibited by applicable Law, each offer letter shall provide that by accepting employment with Buyer the Business Employee is acknowledging that Buyer is assuming, and Buyer shall assume all vacation days and other paid time off accrued but not yet taken by each Transferred Employee through the Offer Effective Date, in accordance with their terms as of the date hereof. To the extent that applicable Law prohibits a Transferred Employee's vacation from being assumed by Buyer and requires that a Transferred Employee to be paid for any vacation days and other paid time off accrued but not yet taken by such Transferred Employee as of the Offer Effective Date without regard to any acknowledgement by such Transferred Employee to the contrary, the Sellers shall pay each Transferred Employee for such vacation days.

(g) The Sellers agree to pay to the Transferred Employees any bonus (including any related payroll Taxes) that such Transferred Employees would have been paid had they remained employees of the Sellers through the date the bonus in respect of the fiscal year ending February 2, 2019.

(h) Buyer and the Seller agree to cooperate in good faith to ensure that Transferred Employees do not experience a break in health coverage from and after the Closing Date. Buyer shall take commercially reasonable efforts to provide or make available the health coverage required by Section 4980B of the Code available with respect to any individual who is an "M&A Qualified Beneficiary" (as defined in Treasury Regulation Section 54.49806-9 (Q&A 4) of the Code) as the result of the consummation of the Transactions. Notwithstanding the foregoing, Buyer shall take all actions reasonably necessary to ensure that all Leased Employees shall transfer to Buyer's health and welfare plans effective as of the Offer Effective Date, provided, that if any such employee continues coverage under COBRA under the health and welfare benefit plans maintained by the Seller or its Subsidiaries, Buyer shall reimburse the Seller for the positive difference, if any, between (x) the claims incurred and paid under such plan attributable to such employee and any eligible dependents, and (y) the COBRA coverage premiums paid by such employee, with such amount to be determined on a monthly basis. The Seller and Buyer shall negotiate in good faith to agree upon the timing for and the mechanics of reimbursement of all fees, costs and expenses incurred by the Seller pursuant to the immediately foregoing sentence.

(i) From and after the Closing Date, subject in all respects to the limitations set forth in Section 2.3(k), Buyer shall, within thirty (30) days following written demand by the Seller, with such supporting documentation as Buyer shall reasonably request, reimburse the Sellers for the payment of any cash severance or other cash separation pay, and the Sellers' or their Subsidiaries' portion of any related employment and payroll Taxes, made by any Seller or any Subsidiary of a Seller to any employee of any Seller or their Subsidiaries whose employment with any of the Sellers or their Subsidiaries terminated following the Petition Date or terminates on, or following the Closing Date (it being understood that this does not include any Transferred Employees who shall have become the employees of Buyer and its Subsidiaries and shall be covered by Buyer's obligations

as set forth in Section 9.7(b)), to the extent of the cash severance or other cash separation pay that has been paid on or following the Petition Date and prior to the Closing Date or would have been due and payable had such employee's employment been terminated by any of the Sellers or their Subsidiaries immediately prior to the date hereof (the reimbursement Liabilities of Buyer set forth in this Section 9.7(i), including with respect to any related employment and payroll Taxes, the "Severance Reimbursement Obligations").

(j) The Sellers shall retain liability for all medical, dental and health claims incurred by Transferred Employees (and their dependents) under the employee welfare benefit plans of the Sellers prior to the Closing. Buyer shall be liable for all medical, dental and health claims incurred by Transferred Employees (and their dependents) under the employee welfare benefit plans of Buyer or any of its Subsidiaries on or after the Employee Effective Date. For purposes of this Section 9.7(j), a claim shall be deemed to have been incurred on the date on which the medical or other treatment or service was rendered and not the date of the inception of the related illness or injury or the date of submission of a claim related thereto; provided, that claims relating to a hospital confinement that begins on or before the Closing but continues thereafter shall be treated as incurred before the Closing.

(k) U.S. Savings Plan.

(i) As soon as practicable following the Closing Date, Buyer shall, or shall cause its Subsidiaries to, establish a new savings plan or designate an existing savings plan qualified under Section 401(a) of the Code and including a cash or deferred feature under Section 401(k) of the Code and a related trust thereunder which shall be exempt under Section 501(a) of the Code ("Buyer's Savings Plan") that will permit participation by all Transferred Employees who are participating in the Seller's or its Subsidiaries' 401(k) Plan ("Seller's Savings Plan") as of the Closing Date.

(ii) No assets or liabilities of Seller's Savings Plan shall be transferred to Buyer's Savings Plan, other than in connection with a rollover of a Transferred Employee's account balance under Seller's Savings Plan. Except as could reasonably be expected to cause the Buyer's Savings Plan to cease to qualify under Section 401(a) and 401(k) of the Code or cause the trust to cease to be qualified under Section 501(a) of the Code or otherwise result in the Buyer or its Affiliates incurring any penalties thereunder, Buyer shall permit the Transferred Employees to roll over into Buyer's Savings Plan any rollover distribution (in cash or loan notes of any "eligible rollover distribution" (within the meaning of Section 402(c)(4) of the Code)). Effective as of the Closing, the Seller shall and shall cause its Subsidiaries to take any action necessary to ensure that the accounts of each Transferred Employee in Seller's Savings Plan shall be fully vested and nonforfeitable.

(l) The Parties acknowledge and agree that all provisions contained in this Section 9.7 are included for the sole benefit of the respective Parties and shall not create

any right (i) in any other person, including any Business Employees, Transferred Employees, current or former employees of the Seller, any participant in any Employee Plan or any compensation or benefit plan, program, agreement or arrangement of Buyer or its Subsidiaries or any beneficiary thereof or (ii) in any other person, to continued employment with Buyer or its Subsidiaries or particular compensation or benefits coverage in any compensation or benefit plan, program, agreement or arrangement of Buyer or its Subsidiaries. The provisions of this Section 9.7 shall not constitute an amendment to any Employee Plan or any plan, program, agreement or arrangement maintained by Buyer or any of its Subsidiaries.

(m) The Sellers and Buyer hereby agree to follow the “alternate procedure” for employment tax reporting as provided in Section 5 of Rev. Proc. 2004-53, 2004-34 I.R.B. 320 for each Transferred Employee and to cooperate with each other in furtherance thereof. Provided that the Sellers provide Buyer with all necessary payroll records for the calendar year which includes the date on which the Transferred Employee commences employment with Buyer, Buyer, and not the Sellers, shall furnish a Form W-2 to each Transferred Employee, disclosing all wages and other compensation paid for such calendar year, and taxes withheld therefrom.

(n) Effective as of the Offer Effective Date, Buyer shall assume the collective bargaining agreements listed on Schedule 6.9(a).”

SECTION 1.43. Section 9.11 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 9.11 Apportionments.

(a) The Sellers and Buyer shall prorate all items of revenue and expense with respect to the Owned Real Property, the Lease Premises, the lease identified in Schedule 1.1(r) and the Sparrow Properties as of the Closing Date with the Sellers being entitled to all revenues and responsible for all fees, costs and expenses accrued or apportioned up to but not including the Closing Date and Buyer being entitled to all revenues and responsible for all fees, costs and expenses from the Closing Date forward; provided, however, that with respect to the GOB Stores the proration date for each GOB Store will be the date that is the first day after the end of the GOB Period for each such GOB Store. As used herein, the “Proration Date” shall mean the Closing Date with respect to any Owned Real Property, Lease Premises or Sparrow Property that is not a GOB Store and for any GOB Store shall mean the date that is the first day after the end of the GOB Period for such GOB Store. In order to effectuate the foregoing the following shall apply:

(i) With respect to Owned Real Properties and any Sparrow Properties that are owned in fee, all rental income will be prorated on a daily basis for the month in which the proration date occurs based on the amounts of rent due for the month in which the Proration Date occurs;

(ii) With respect to all Lease Premises, all Sparrow Properties that are leased, the lease described in Schedule 1.1(r) and all Sparrow Subleases, all rental

payments will be prorated on a daily basis for the month in which the proration date occurs based on the amount of rent paid and all rental income will be prorated on a daily basis based on the rental amounts due for the month in which the Proration Date occurs; provided, however, that there shall be no proration of rent with respect to each of SRC O.P. LLC, SRC Facilities LLC and SRC Real Estate (TX), LLC that are “dark” stores as all parties reserve their rights with respect thereto as described in Section 8.9;

(iii) For all Properties and the Sparrow Properties (1) all utilities (including telephone service, water, sewer rents, heat, steam, electric power, gas and CAM payments with respect thereto) will be prorated on a daily basis for the month in which the Proration Date occurs based on the budgeted amounts for each such item set forth in the Sellers’ utility plan for each such Property delivered to Buyer prior to the Closing Date (which budgeted amounts shall be based on prior actual use for such Property), (2) payments due under all third party Contracts will be prorated on a daily basis for the month in which the Proration Date occurs based on the amounts due under each such Contract for such month. With respect to all maintenance performed with respect to the Properties and Sparrow Properties in the ordinary course and common area maintenance performed by the Sellers required to be performed by the Sellers under any third-party Contract, to the extent performed by the Sellers the actual third-party costs and expenses incurred by the Sellers with respect to such maintenance will be prorated based on the average amounts thereof for the same calendar month in the past three years for each such respective Property;

(iv) For all Owned Properties, Lease Premises, Sparrow Properties, Sparrow Subleases and the lease described in Schedule 1.1(r) all payments and premiums with respect to property, casualty and liability insurance will be prorated on a daily basis for the month in which the Proration Date occurs based on the amounts paid by the Sellers;

(v) Buyer and Seller shall prorate Property Taxes pursuant to Section 9.2(d), with Seller responsible for the period up to the Closing Date and Buyer responsible for the Closing Date forward, except that: If the net amount that would otherwise be paid by Sellers or credited to Buyer is \$135,000,000 or less, then such amount shall be borne by Buyer as an Assumed Property Tax Liability and no further charge shall be taken into account in the proration schedules. If such amount exceeds \$135,000,000, then Sellers shall be charged for such excess in the prorations, and Buyer shall assume and be responsible for all unpaid Property Taxes (taking into account the fact that Sellers will have been charged in the prorations for the amount in excess of \$135,000,000); and

(vi) Sellers shall be charged for any amount underlying mechanics’ liens with respect to any Potential Acquired Assets (other than those identified in Section 2 of Schedule 6.5).

(b) Nothing contained in this Section 9.11 shall limit or affect any Party’s rights or obligations under the Occupancy Agreement or the Seller Retained Occupancy Agreement.

(c) With respect to the Citi L/C Facility, all letter of credit commitment fees shall be prorated on a daily basis for the month in which the Proration Date occurs based on the amounts paid. All amounts unreimbursed as of the Closing Date under the Citi L/C Facility with respect to drawn letters of credit, along with any accrued interest thereon, will be allocated to the Sellers.

(d) The prorations set forth in this Section 9.11 shall be settled as follows:

(i) the Seller shall provide Buyer, prior to the Closing Date, a schedule setting forth each item to be prorated pursuant to this Section 9.11, including the total amount and a calculation of such proration to be on account or credit to Buyer and the Seller (the “Initial Prorations Schedule”);

(ii) following the Closing, to the extent the Seller receives any additional invoices with respect to items set forth in this Section 9.11, the Seller shall promptly (but in no event more than five (5) Business Days after receipt) deliver all such invoices to Buyer;

(iii) during the seven (7) Business Day period following the Closing Date, Buyer and Seller shall work in good faith to account for each of the items set forth in the Initial Prorations Schedule (taking into account any additional invoices, payments and requests for payment received during such period) and shall reasonably cooperate to agree to agree on an updated calculation of such prorations to be on account or credit to Buyer and Seller (the “Post-Closing Prorations Schedule”);

(iv) if the net amount of prorations set forth in the Post-Closing Prorations Schedule results in a payment due from Buyer to Seller then Buyer shall make such payment to Seller within 1 Business Day after the end of such seven (7) Business Day period following Closing. If the net amount of prorations set forth in the Updated Prorations Schedule results in a payment due from Seller to Buyer then Seller shall make such payment to Buyer within 1 Business Day after the end of such fifteen (15) day period following Closing;

(v) seventy-five (75) days following the Closing Date, Buyer shall deliver to Seller an updated calculation of the Post-Closing Prorations Schedule setting forth all updated proration items reflecting all invoices and payments received within the period following Closing and accounting for all amounts owed by Buyer and Seller pursuant to the Occupancy Agreement and the Seller Occupancy Agreement (the “Final Prorations Schedule”); and

(vi) if the net amount of prorations set forth in the Final Prorations Schedule results in a payment due from Buyer to Seller (taking into account any credit or payment made following the Post-Closing Prorations Schedule) then Buyer shall make such payment to Seller within 1 Business Day after delivery of the Post-Closing Prorations Schedule. If the net amount of prorations set forth in the Final Prorations Schedule results in a payment due from Seller to Buyer (taking into account any credit or

payment made following the Final Prorations Schedule) then Seller shall make such payment to Buyer within 1 Business Day after delivery of the Final Prorations Schedule.

(e) For the avoidance of doubt, (A) to the extent the Seller is obligated to make a payment prior to Closing (including with respect to a Leased Premises) or receives an invoice prior to Closing with respect to any item to be prorated that is due prior to Closing, the Seller shall make such payment and (B) the extent Buyer receives an invoice following Closing, an amount becomes due with respect to an Acquired Asset following Closing, or the Seller receives an invoice prior to Closing that is due and payable following Closing, Buyer shall make all such required payments. All such payments will be taken into account in the forgoing prorations. The prorations effected pursuant to this Section 9.11 shall be final and not subject to further adjustment.”

SECTION 1.44. Section 9.13 of the Purchase Agreement is hereby amended as follows:

(a) Section 9.13(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(b) Effective upon the Closing, ESL’s Claims against the Debtors arising under (i) the IP/Ground Lease Term Loan Facility; (ii) the FILO Facility; (iii) the Real Estate Loan 2020; (iv) the Second Lien Term Loan; (v) the Second Lien Line of Credit Facility; (vi) the Second Lien PIK Notes and (vii) the Citi L/C Facility (together with the any security interests securing any of the Claims described in the preceding sub-clauses (b)(i)-(vii), collectively, the “ESL Claims”) shall each be deemed allowed for all purposes in the Bankruptcy Cases and under the Bankruptcy Code in the amounts set forth on Exhibit G, as reduced by the credit bid set forth in Section 3.1(b). The allowance of any ESL Claims shall not limit or preclude any claim under any applicable Law or doctrine of collateral estoppel, res judicata, claim or issue preclusion, or otherwise.”

(b) Section 9.13(e) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(e) For the purposes of this Section 9.13, the terms set out below shall be defined as follows:

(i) “Debtors” means each of the debtors and debtors in possession in the Bankruptcy Cases, including the Sellers.

(ii) “Released Estate Claims” means any and all Claims and causes of action of the Debtors and their estates (i) against ESL arising under sections 363(k), 502(a) or 510(c) of the Bankruptcy Code, (ii) against ESL arising under equitable principles of subordination or recharacterization, (iii) against ESL challenging the allowance of the ESL Claims pursuant to Section 9.13(c); or (iv) against Buyer as a subsequent holder of any Claims in respect of the debt described on Exhibit G. For the avoidance of doubt the Released Estate Claims do not include (a) any Claims or causes of action that are Acquired Assets under any subsection of Section 2.1; or

(b) any Claims or causes of action of the Debtors or their estates against ESL or any other Person not specifically described in the preceding sentence, including any Claims or causes of action (i) for constructive or actual fraudulent transfer under 11 U.S.C. 544(b), 548 or 550(a) or any applicable state or federal Law, for breach of fiduciary duty, or for illegal dividend under 8 Del. C. 170-174 or any other state Law (including, but not limited to, any Claims for damages or equitable relief (other than disallowance of the ESL Claims) in connection with the incurrence of any debt described on Exhibit G); (ii) that are related to Lands' End, Inc., the "spin-off" (as such term is defined in the Information Statement of Lands' End, Inc. dated March 18, 2014), Seritage Growth Properties, Inc., Seritage Growth Properties, L.P. or the "Transaction" (as that term is defined in the registration statement on Form S-11 filed by Seritage Growth Properties, which registration statement became effective on June 9, 2015), or (iii) that have been asserted (or may be asserted in connection with these Claims and causes of action) by or on behalf of any party in interest in the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 cases captioned In the Matter of a Plan of Compromise or Arrangement of Sears Canada Inc., 9370-2751 Quebec Inc., 191020 Canada Inc., The Cut Inc., Sears Contact Services Inc., Initium Logistics Services Inc., Initium Commerce Labs Inc., Initium Trading and Sourcing Corp., Sears Floor Covering Centers Inc., 173470 Canada Inc., 2497089 Ontario Inc., 6988741 Canada Inc., 10011711 Canada Inc., 1592580 Ontario Limited, 955041 Alberta Ltd., 4201531 Canada Inc., 168886 Canada Inc., and 3339611 Canada Inc., Ontario Superior Court of Justice Court File No.: CV-17-11846-00CL; and in the cases captioned Sears Canada Inc., by its Court-appointed Litigation Trustee, J. Douglas Cunningham, Q.C. v. ESL Invs. Inc., *et al.*, Ont. Sup. Ct. J. (Commercial List) No.: CV-18-00611214-00CL; Morneau Shepell Ltd. in its capacity as administrator of the Sears Canada Inc. Registered Pension Plan v. ESL Invs. Inc., *et al.*, Ont. Sup. Ct. J. (Commercial List) No.: CV-18-00611217-00CL; FTI Consulting Canada Inc., in its capacity as Court-appointed monitor in proceedings pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. c-36 v. ESL Invs. Inc., *et al.*, Ont. Sup. Ct. J. (Commercial List) No.: CV-18-00611219-00CL; and 1291079 Ontario Ltd. v. Sears Canada Inc., *et al.*, Ont. Sup. Ct. J. No.: 4114/15CP."

SECTION 1.45. The following is hereby added as Section 10.11 of the Purchase Agreement:

"Section 10.11 Pay-Down of Real Estate 2020 Loan. To the extent not previously provided, at least one (1) Business Day prior to the Closing Date, the Sellers shall provide to the agent under the Real Estate 2020 Loan all proceeds from the sale or other disposition of collateral pledged to secure the Real Estate 2020 Loan that were closed prior to the Closing Date, including the proceeds held in a segregated account pursuant to paragraph 27 of the *Order (I) Approving the Sale of Certain Real Property*,

(II) Authorizing the Assumption and Assignment of Certain Unexpired Leases in Connection therewith, and (III) Granting Related Relief [Docket No. 1393].”

SECTION 1.46. Section 11.8 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Section 11.8 [Reserved].”

SECTION 1.47. The following Exhibits and Schedules are hereby added to the Purchase Agreement or amended as follows:

(a) Schedule 1.1(n) of the Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 1.1(n) of Exhibit A of this Amendment;

(b) Schedule 1.1(m) of the Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 1.1(m) of Exhibit A of this Amendment;

(c) Schedule 1.1(o) of the Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 1.1(o) of Exhibit A of this Amendment;

(d) Schedule 1.1(p) of the Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 1.1(p) of Exhibit A of this Amendment;

(e) “Schedule 1.1(r): Sparrow Master Leases” shall be added as a new Schedule to the Purchase Agreement as set forth on Schedule 1.1(r) of Exhibit A of this Amendment;

(f) “Schedule 1.1(s): Sparrow Subleases” shall be added as a new Schedule to the Purchase Agreement as set forth on Schedule 1.1(s) of Exhibit A of this Amendment;

(g) “Schedule 5.1(c)(ii): GOB Sparrow Properties” shall be added as a new Schedule to the Purchase Agreement as set forth on Schedule 5.1(c)(ii) of Exhibit A of this Amendment;

(h) Schedule 6.6(a)(2) of the Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 6.6(a)(2) of Exhibit A of this Amendment;

(i) Schedule 6.6(c)(2) of the Purchase Agreement is hereby deleted in its entirety and replaced with Schedule 6.6(c)(2) of Exhibit A of this Amendment;

(j) “Schedule 9.2: Securities Consideration” shall be added as a new Schedule to the Purchase Agreement as set forth on Exhibit B of this Amendment; and

(k) Exhibit G of the Purchase Agreement is hereby deleted in its entirety and replaced with Exhibit C of this Amendment.

ARTICLE II MISCELLANEOUS

SECTION 2.01. This Agreement (including the Exhibits), the Confidentiality Agreement and the other Transaction Documents contain all of the terms, conditions and representations and warranties agreed to by the parties hereto relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understandings, negotiations, correspondence, undertakings and communications of the parties hereto or their representatives, oral or written, respecting such subject matter. The terms of this Amendment shall constitute a waiver of the Purchase Agreement only with respect to the specific amendments herein and shall in no way impair the rights of any Party in any other respect.

SECTION 2.02. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Delivery of an executed counterpart of a signature page to this Amendment by facsimile, email in “portable document format” (“.pdf”) form, or by other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

SECTION 2.03. The signature page of each party to this Amendment who was not a Party to the Purchase Agreement on the date of the Purchase Agreement shall indicate such party’s agreement to be bound by all of the terms of the Purchase Agreement as a Seller thereunder as if such party were a Party on the date of the Purchase Agreement. In the case of KMart Stores of Illinois LLC, the signature of such party to this Amendment shall also be deemed to replace the signature page for “KMart of Illinois LLC” to the Asset Purchase Agreement.

SECTION 2.04. Except as otherwise provided herein, the Purchase Agreement shall remain unchanged and in full force and effect. On and after the date hereof, each reference in the Purchase Agreement to “this Agreement”, “herein”, “hereof”, “hereunder” or words of similar import shall mean and be a reference to the Purchase Agreement as amended hereby, although it shall not alter the dates as of which any provision of the Purchase Agreement speaks. For example, phrases such as “as of the date hereof” and “as of the date of this Agreement” shall continue to refer to January 17, 2019, the date that the Purchase Agreement was originally executed.

SECTION 2.05. Article XIII of the Purchase Agreement shall, to the extent not already set forth in this Amendment, apply *mutatis mutandis* to this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed and delivered on its behalf by its duly authorized officer as of the date and year first written above.

Transform Holdco LLC

By: _____
Name:
Title:

[Signature Page to Amendment No. 1 to Asset Purchase Agreement]

Sears Holdings Corporation

By: _____

Name:

Title:

[Signature Page to Amendment No. 1 to Asset Purchase Agreement]

Kmart Holding Corporation

By: _____

Name:

Title:

[Signature Page to Amendment No. 1 to Asset Purchase Agreement]

Kmart Operations LLC

By: _____

Name:

Title:

Sears Operations LLC

By: _____

Name:

Title:

Sears, Roebuck and Co.

By: _____

Name:

Title:

ServiceLive, Inc.

By: _____

Name:

Title:

SHC Licensed Business LLC

By: _____

Name:

Title:

A&E Factory Service, LLC

By: _____

Name:

Title:

A&E Home Delivery, LLC

By: _____

Name:

Title:

A&E Lawn & Garden, LLC

By: _____

Name:

Title:

A&E Signature Service, LLC

By: _____

Name:

Title:

FBA Holdings Inc.

By: _____

Name:

Title:

Innovel Solutions, Inc.

By: _____

Name:

Title:

Kmart Corporation

By: _____

Name:

Title:

MaxServ, Inc.

By: _____

Name:

Title:

Private Brands, Ltd.

By: _____

Name:

Title:

Sears Development Co.

By: _____

Name:

Title:

Sears Holdings Management Corporation

By: _____

Name:

Title:

Sears Home & Business Franchises, Inc.

By: _____

Name:

Title:

Sears Home Improvement Products, Inc.

By: _____

Name:

Title:

Sears Insurance Services, L.L.C.

By: _____

Name:

Title:

Sears Procurement Services, Inc.

By: _____

Name:

Title:

Sears Protection Company

By: _____

Name:

Title:

Sears Protection Company (PR), Inc.

By: _____

Name:

Title:

Sears Roebuck Acceptance Corp.

By: _____

Name:

Title:

Sears, Roebuck de Puerto Rico, Inc.

By: _____

Name:

Title:

SYW Relay LLC

By: _____

Name:

Title:

Wally Labs LLC

By: _____

Name:

Title:

SHC Promotions LLC

By: _____

Name:

Title:

Big Beaver of Florida Development, LLC

By: _____

Name:

Title:

California Builder Appliances, Inc.

By: _____

Name:

Title:

Florida Builder Appliances, Inc.

By: _____

Name:

Title:

KBL Holding Inc.

By: _____

Name:

Title:

Kmart of Michigan, Inc.

By: _____

Name:

Title:

Kmart of Washington LLC

By: _____

Name:

Title:

Kmart Stores of Illinois LLC

By: _____

Name:

Title:

Kmart Stores of Texas LLC

By: _____

Name:

Title:

MyGofer LLC

By: _____

Name:

Title:

Sears Brands Business Unit Corporation

By: _____

Name:

Title:

Sears Holdings Publishing Company, LLC

By: _____

Name:

Title:

Sears Protection Company (Florida), L.L.C.

By: _____

Name:

Title:

SHC Desert Springs, LLC

By: _____

Name:

Title:

SOE, Inc.

By: _____

Name:

Title:

StarWest, LLC

By: _____

Name:

Title:

STI Merchandising, Inc.

By: _____

Name:

Title:

Troy Coolidge No. 13, LLC

By: _____

Name:

Title:

BlueLight.com, Inc. .

By: _____

Name:

Title:

Sears Brands, L.L.C.

By: _____

Name:

Title:

Sears Buying Services, Inc.

By: _____

Name:

Title:

Kmart.com LLC

By: _____

Name:

Title:

Sears Brands Management Corporation

By: _____

Name:

Title:

KLC, Inc.

By: _____

Name:

Title:

SRe Holding Corporation

By: _____

Name:

Title:

SRC Sparrow 2 LLC

By: _____

Name:

Title:

Sears Reinsurance Company Ltd.

By: _____

Name:

Title:

Its duly authorized officer

Troy Coolidge No. 30, LLC

By: _____

Name:

Title:

Its duly authorized officer

Troy Coolidge No. 42, LLC

By: _____

Name:

Title:

Its duly authorized officer

EXHIBIT A

REAL ESTATE SCHEDULES

Attached.

EXHIBIT A

**GOB Owned
Schedule 1.1(n)**

<u>Store #</u>	<u>City</u>	<u>State</u>
1075	Daytona Beach	FL
1475	Durham	NC
2092	Appleton	WI
2191	Lincoln	NE
2885	Port Richey	FL

Schedule 1.1(m)

GOB Leases

<u>Number</u>	<u>City</u>	<u>State</u>	<u>O L GL</u>
4996	Tucson	AZ	GL
9608	Auburn	CA	Lease
3834	Burbank	CA	Lease
3174	Stockton	CA	Lease
1221	Chapel Hills	CO	Lease
1111	Colorado Springs	CO	GL
3216	Vernon	CT	Lease
4893	Ellenton	FL	Lease
2145	Port Charlotte	FL	Lease
1585	Tallahassee	FL	GL
1745	Tampa/Westshore	FL	Lease
2505	Gainesville	GA	Lease
2422	Sioux City	IA	Lease
1640	Fairview Heights	IL	GL
2990	Rockford-Cherryvale	IL	Lease
9030	Peru	IN	Lease
1161	Wichita-Town East	KS	GL
1226	Metairie	LA	Lease
4810	Metairie	LA	Lease
3256	Baltimore	MD	Lease
1773	Prince Frederick	MD	Lease
1722	Bloomington	MN	GL
4351	Rochester	MN	Lease
9353	Crystal City	MO	Lease
9520	Gulfport	MS	Lease

<u>Number</u>	<u>City</u>	<u>State</u>	<u>O L GL</u>
3886	Asheville	NC	Lease
1045	Durham-Northgate	NC	Lease
9619	Morehead City	NC	Lease
9549	Morganton	NC	Lease
4022	Grand Forks	ND	Lease
9319	Alliance	NE	Lease
1041	Omaha	NE	GL
3071	Toms River	NJ	Lease
1328	Las Vegas(Blvd)	NV	Lease
9274	Greenwich	NY	Lease
7065	Horseheads	NY	Lease
1894	Rochester	NY	GL
7677	Wellsville	NY	Lease
3013	Cleveland	OH	Lease
9096	Fostoria	OH	Lease
1210	Polaris	OH	Lease
3839	Corvallis	OR	Lease
2179	Medford	OR	Lease
2494	Altoona	PA	Lease
4113	Erie	PA	Lease
1714	Greensburg	PA	GL
1644	Lancaster	PA	GL
7062	Sumter	SC	Lease
4170	Rapid City	SD	Lease
1386	Goodlettsville	TN	GL
2036	Jackson	TN	Lease
9735	Sevierville	TN	Lease

<u>Number</u>	<u>City</u>	<u>State</u>	<u>O L GL</u>
1387	Amarillo	TX	Lease
2487	Killeen	TX	Lease
2637	Port Arthur	TX	Lease
1207	Richardson	TX	Lease
1367	Waco	TX	Lease
2435	Charlottesville	VA	Lease
2329	Kennewick(Pasco)	WA	Lease
2329	Richland	WA	Lease
3692	Oconomowoc	WI	Lease

Schedule 1.1(o)

Operating Leases

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
8722	Anchorage (SUR)	AK	Lease
2027	Wasilla	AK	GL
8706	Birmingham	AL	Lease
2306	Gadsden	AL	Lease
2796	Tuscaloosa	AL	GL
2126	Hot Springs	AR	Lease
8941	Little Rock	AR	Lease
1206	North Little Rock	AR	Lease
30957	Springdale	AR	Lease
1798	Glendale	AZ	Lease
30938	Glendale	AZ	Lease
3707	Lake Havasu City	AZ	Lease
7088	Mesa	AZ	Lease
8778	Phoenix	AZ	Lease
2218	Prescott	AZ	Lease
5865	Scottsdale	AZ	Lease
61901	Scottsdale	AZ	GL
49028	Tempe	AZ	Lease
5880	Tempe	AZ	Lease
1728	Tucson	AZ	GL
49011	Tucson	AZ	Lease
8937	Tucson	AZ	Lease
5866	Tucson (Marana)	AZ	Lease
4762	Antioch	CA	Lease
7619	Atascadero	CA	Lease
1018	Baldwin Hills	CA	Lease
78723	Beacon Falls	CA	Lease
8901	Benicia	CA	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
7653	Big Bear Lake	CA	Lease
7756	Bishop	CA	Lease
1008	Boyle	CA	Lease
1638	Brea	CA	Lease
1268	Buena Park	CA	Lease
1838	Burbank	CA	GL
7165	Camarillo	CA	Lease
1678	Carlsbad	CA	GL
3086	Chico	CA	Lease
1358	Chula Vista	CA	Lease
1098	Clovis	CA	Lease
1368	Concord	CA	GL
7098	Concord	CA	Lease
5798	Concord-Mcphails	CA	Lease
1388	Costa Mesa	CA	Lease
4047	Costa Mesa	CA	Lease
5382	Costa Mesa	CA	Lease
1309	Downey	CA	GL
2728	Downey	CA	GL
1758	Escondido	CA	GL
2628	Eureka	CA	Lease
3725	Freedom	CA	GL
1208	Fresno	CA	Lease
8366	Fresno	CA	Lease
8913	Fresno	CA	Lease
1088	Glendale	CA	GL
9746	Grass Valley	CA	Lease
2656	Hanford	CA	Lease
1248	Hayward	CA	Lease
4457	Hayward	CA	GL
5689	Hayward	CA	Lease
2028	Hemet	CA	GL

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
3748	Hollister	CA	GL
1598/26720	Industry, City of	CA	Lease
4819	Lakeport	CA	Lease
8258	Lakewood	CA	Lease
3982	Lemoore	CA	Lease
9328	Long Beach	CA	GL
8253	Mcclellan	CA	Lease
7390	Mckinleyville	CA	Lease
8868	Milpitas	CA	Lease
8780	Mira Loma	CA	Lease
8928	Mira Loma(Jurupa VI)	CA	Lease
3345	Modesto	CA	Lease
1748	Montclair	CA	Lease
1998	Montebello	CA	Lease
1868	Moreno Vly	CA	Lease
1168	No Hollywood	CA	Lease
4421	North Hollywood	CA	Lease
1508	Northridge	CA	Lease
3842	Oakdale	CA	Lease
3483	Ontario	CA	Lease
8287	Ontario	CA	Lease
8729	Ontario	CA	Lease
1378	Orange	CA	GL
1968	Palm Desert	CA	Lease
2798	Palm Desert	CA	GL
9551	Paradise	CA	Lease
1048	Pasadena	CA	GL
3501	Petaluma	CA	Lease
3531	Pinole	CA	Lease
7471	Placerville	CA	Lease
1019	Pleasanton	CA	Lease
3678	Ramona	CA	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
5668	Rancho Cordova	CA	Lease
1818	Rancho Cucamonga	CA	GL
4349	Redwood City	CA	Lease
1788	Richmond	CA	Lease
1298	Riverside	CA	Lease
4706	Riverside	CA	Lease
7175	Riverside	CA	Lease
5784	Rohnert Park	CA	Lease
8768	Sacramento	CA	Lease
1688	Salinas	CA	Lease
3412	Salinas	CA	Lease
1398	San Bernardino	CA	Lease
1478	San Bruno	CA	Lease
62529	San Diego	CA	Lease
8748	San Diego	CA	Lease
31882	San Diego	CA	Lease
5000	San Francisco	CA	Lease
38112	San Francisco	CA	Lease
8398	San Jose	CA	Lease
38734	San Jose	CA	Lease
1488	San Jose-Eastridge	CA	Lease
30969	San Leandro	CA	Lease
5787	San Rafael - Mcphails	CA	Lease
8369	Santa Ana	CA	Lease
8808	Santa Ana	CA	Lease
5764	Santa Clara	CA	Lease
2088	Santa Maria	CA	Lease
7639	Santa Paula	CA	Lease
9797	Scotts Valley	CA	GL
9153	South Lake Tahoe	CA	Lease
1288	Stockton	CA	GL
8708	Stockton	CA	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
8758	Sylmar	CA	Lease
4751	Tehachapi	CA	Lease
1108	Temecula	CA	Lease
3127	Temple City	CA	Lease
1278	Torrance	CA	GL
2059	Tracy	CA	Lease
62538	Tustin	CA	Lease
3018	Valencia	CA	Lease
1148	Ventura	CA	Lease
2829	Victorville	CA	Lease
2068	Visalia	CA	Lease
9761	Visalia	CA	Lease
1189	West Covina	CA	Lease
3235	West Covina	CA	Lease
9489	West Hills	CA	Lease
1149	Whittier	CA	Lease
2238	Yuba City	CA	Lease
1141	Aurora	CO	Lease
8290	Brighton	CO	Lease
1131	Centennial	CO	Lease
4224	Denver	CO	Lease
1467	Ft Collins	CO	GL
7329	Loveland	CO	Lease
4453	Pueblo	CO	Lease
1303	Danbury	CT	Lease
1014	Enfield	CT	Lease
1134	Milford	CT	Lease
3495	Milford	CT	Lease
7109	Watertown	CT	Lease
4807	Bear	DE	Lease
4456	Bridgeville	DE	Lease
2654	Dover	DE	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
7725	Rehoboth Beach	DE	Lease
3873	Wilmington	DE	Lease
3317	Boca Raton	FL	Lease
5958	Bonita Springs Showroom	FL	Lease
6820	Boynton Beach	FL	GL
7321	Bradenton	FL	Lease
1007	Brandon	FL	Lease
2485	Brooksville	FL	GL
1125	Coral Gables	FL	Lease
1715	Doral(Miami)	FL	Lease
7067	Fort Myers	FL	Lease
1195	Ft Lauderdale	FL	GL
1495	Ft Myers	FL	Lease
5863	Ft Myers	FL	Lease
8972	Ft Myers	FL	Lease
8990	Ft Pierce	FL	Lease
3424	Gainesville	FL	Lease
1345	Hialeah/Westland	FL	Lease
3818	Hollywood	FL	Lease
425	Jacksonville	FL	Lease
7979	Jacksonville	FL	Lease
9614	Key Largo	FL	Lease
2215	Key West	FL	Lease
4725	Key West	FL	Lease
49012	Lake Mary	FL	Lease
3269	Lantana	FL	Lease
2745	Leesburg	FL	Lease
9224	Marathon	FL	Lease
3074	Miami	FL	Lease
3793	Miami	FL	Lease
4728	Miami	FL	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
8065	Miami	FL	Lease
5991	Miami - Showroom	FL	Lease
1365	Miami/Cutler Rdg	FL	Lease
2056	Mry Est/Ft Wltn Bch	FL	Lease
2695	Naples	FL	Lease
8864	Ocala	FL	Lease
1456	Oviedo	FL	GL
1765	Palm Beach Gardens	FL	GL
2805	Panama City	FL	Lease
1775	Pembroke Pines	FL	Lease
31918	Pembroke Pines	FL	Lease
8066	Pensacola	FL	Lease
8957	Pensacola	FL	Lease
1205	Pompano Beach	FL	Lease
5962	Pompano Beach	FL	Lease
5976	Sarasota	FL	Lease
4355	St. Petersburg	FL	Lease
8815	Sunrise	FL	Lease
8895	Tampa	FL	Lease
1066	The Avenues	FL	Lease
7294	Vero Beach	FL	Lease
5959	West Palm Bch	FL	Lease
5185	Winter Park	FL	Lease
8825	Winter Park	FL	Lease
1385	Atlanta	GA	Lease
4931	Augusta	GA	Lease
3713	Covington	GA	Lease
3978	Peachtree City	GA	Lease
8872	Pendergrass	GA	Lease
1305	Savannah	GA	Lease
8902	Savannah	GA	Lease
1578	Aiea Oahu-Pearl Rdg	HI	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
8049	Hilo	HI	GL
2388	Hilo(Sur)	HI	Lease
1681	Honolulu	HI	Lease
8158	Honolulu	HI	GL
2148	Kahului Maui(Sur)	HI	GL
1738	Kaneohe(Sur)	HI	GL
8818	Pearl City	HI	GL
9220	Algona	IA	Lease
7767	Charles City	IA	Lease
9222	Cherokee	IA	Lease
3447	Clive	IA	Lease
3097	Council Bluffs	IA	Lease
45113	Des Moines	IA	Lease
8711	Boise	ID	Lease
7033	Lewiston	ID	Lease
7006	Twin Falls	ID	Lease
8844	Bloomington	IL	Lease
4381	Bridgeview	IL	Lease
2936	Chicago	IL	GL
37914	Chicago	IL	Lease
4214	Des Plaines	IL	Lease
36950	Elgin	IL	Lease
8555	Elk Grove Village	IL	Lease
8730	Granite City	IL	Lease
440	Manteno	IL	Lease
8720	Melrose Park	IL	Lease
1212	N Riverside	IL	Lease
8262	Naperville	IL	Lease
1290	Niles	IL	Lease
9348	Norridge	IL	Lease
1300	Oakbrook	IL	Lease
4433	Quincy	IL	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
8871	Romeoville	IL	Lease
8934	Romeoville	IL	Lease
7289	Steger	IL	Lease
8017	Elwood	IN	Lease
9124	Elwood	IN	Lease
8013	Fort Wayne	IN	Lease
1830	Ft Wayne	IN	Lease
1470	Greenwood	IN	Lease
9354	Griffith	IN	Lease
3251	Indianapolis	IN	GL
8750	Indianapolis	IN	Lease
3823	Jasper	IN	Lease
7243	Kokomo	IN	Lease
7246	Richmond	IN	Lease
8014	South Bend	IN	Lease
2600	Terre Haute	IN	Lease
7042	Valparaiso	IN	GL
9122	Warsaw	IN	Lease
4215	Kansas City	KS	Lease
8273	Lawrence	KS	Lease
8420	Olathe	KS	Lease
7169	Salina	KS	Lease
8081	Wichita	KS	Lease
2546	Bowling Green	KY	Lease
3029	Erlanger	KY	Lease
7229	Grayson	KY	Lease
24015	Louisville	KY	Lease
8920	Louisville	KY	Lease
1790	Louisville-Okolona	KY	Lease
3941	Russell Springs	KY	Lease
7255	Somerset	KY	Lease
8896	Gonzales	LA	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
8736	Harahan	LA	Lease
7223	Metairie	LA	Lease
7104	Acton	MA	Lease
1213	Auburn	MA	Lease
3288	Billerica	MA	Lease
1283	Braintree	MA	GL
4407	Brockton	MA	Lease
4444	Fitchburg	MA	Lease
1243	Hanover	MA	Lease
2323	Hyannis	MA	Lease
3040	Hyannis	MA	Lease
1133	Leominster	MA	Lease
2373	No Dartmouth	MA	Lease
1053	Saugus	MA	Lease
3486	Somerville	MA	Lease
9692	Webster	MA	Lease
8851	Westwood	MA	Lease
1725	Annapolis	MD	Lease
9944	Baltimore	MD	Lease
2823	Baltimore/E Pt.	MD	Lease
1374	Bel Air	MD	GL
8814	Columbia	MD	Lease
2774	Cumberland	MD	Lease
7713	Edgewater	MD	Lease
2664	Frederick	MD	Lease
3131	Frederick	MD	Lease
1754	Gaithersburg	MD	Lease
1013	Glen Burnie	MD	GL
3172	Hagerstown	MD	Lease
3798	Hyattsville	MD	Lease
3654	Oxon Hill	MD	Lease
3807	Prince Frederick	MD	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
1304	Silver Spring	MD	GL
4399	Silver Spring	MD	Lease
7673	Stevensville	MD	Lease
2963	Westminster	MD	Lease
3021	Auburn	ME	Lease
7133	Augusta	ME	Lease
2203	Brunswick	ME	Lease
3155	Belleville	MI	Lease
3820	Charlevoix	MI	Lease
9557	Grayling	MI	Lease
3819	Hastings	MI	Lease
2050	Jackson	MI	Lease
3308	Lake Orion	MI	Lease
1170	Lansing	MI	Lease
8830	Livonia	MI	Lease
3841	Marshall	MI	Lease
7031	Menominee	MI	GL
7068	Midland	MI	Lease
9593	Oscoda	MI	Lease
6232	Roseville	MI	Lease
8982	Saginaw	MI	Lease
3379	Waterford Twp.	MI	Lease
8949	Wayland	MI	Lease
8134	Wyoming	MI	Lease
8162	Eden Prairie	MN	Lease
9689	International Falls	MN	Lease
3405	Minneapolis	MN	GL
3059	St. Paul	MN	Lease
30956	West St. Paul	MN	GL
7021	Cape Girardeau	MO	Lease
7323	Fenton	MO	Lease
3239	Kansas City	MO	GL

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
7324	O'Fallon	MO	Lease
8701	Riverside	MO	Lease
62707	Springfield	MO	GL
4026	St. Joseph	MO	Lease
7719	Columbus	MS	Lease
88776	Olive Branch	MS	Lease
9808	Hamilton	MT	Lease
7030	Kalispell	MT	Lease
4112	Asheville	NC	Lease
2105	Burlington	NC	Lease
8319	Charlotte	NC	Lease
8822	Charlotte	NC	Lease
7208	Clemmons	NC	Lease
1405	Fayetteville	NC	Lease
2225	Goldsboro	NC	Lease
1335	Greensboro	NC	GL
8704	Greensboro	NC	Lease
30961	Greensboro	NC	Lease
2755	Jacksonville	NC	Lease
3744	Kill Devil Hills	NC	GL
1646	Pineville	NC	Lease
3667	Raleigh	NC	Lease
4450	Raleigh	NC	Lease
7385	Raleigh	NC	Lease
3808	Statesville	NC	Lease
7626	Waynesville	NC	Lease
3116	Wilmington	NC	Lease
4272	Bismarck	ND	Lease
4057	Fargo	ND	Lease
4353	Minot	ND	Lease
45114	Omaha	NE	Lease
2023	Concord	NH	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
3175	Hooksett	NH	Lease
8703	Kingston	NH	Lease
2443	Manchester	NH	Lease
1313	Nashua	NH	Lease
1003	Salem	NH	Lease
4448	Salem	NH	Lease
7048	West Lebanon	NH	Lease
3438	Avenel	NJ	Lease
7177	Belleville	NJ	Lease
1204	Freehold	NJ	Lease
3393	Glassboro	NJ	Lease
1094	Hackensack	NJ	GL
1044	Jersey Cty/Newport	NJ	GL
3499	Kearny	NJ	Lease
1494	Moorestown	NJ	GL
78714	Secaucus	NJ	Lease
9463	Somers Point	NJ	GL
8835	Swedesboro	NJ	Lease
4478	Trenton	NJ	Lease
7602	Wall	NJ	Lease
8380	Wall Township	NJ	Lease
1434	Wayne	NJ	Lease
3056	Wayne	NJ	Lease
4470	West Long Branch	NJ	Lease
9413	West Orange	NJ	Lease
3202	Westwood	NJ	Lease
1684	Woodbridge	NJ	GL
8905	Albuquerque	NM	Lease
2597	Farmington	NM	Lease
7035	Farmington	NM	Lease
7016	Hobbs	NM	Lease
2527	Las Cruces	NM	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
3301	Santa Fe	NM	Lease
1709	Henderson	NV	GL
2754	Henderson	NV	GL
3592	Las Vegas	NV	Lease
5864	Las Vegas	NV	Lease
8970	Las Vegas	NV	Lease
1668	Las Vegas(Meadows)	NV	Lease
5779	Reno - Mcphails	NV	Lease
26741	Amherst	NY	GL
4741	Batavia	NY	Lease
9589	Bath	NY	Lease
3862	Bohemia	NY	GL
9423	Bridgehampton	NY	Lease
7654	Bronx	NY	GL
9420	Bronx	NY	Lease
1114	Brooklyn	NY	GL
3415	Buffalo	NY	Lease
1984	Buffalo/Hamburg	NY	Lease
8854	Cheektowaga	NY	Lease
2626	College Point	NY	GL
4871	Farmingville	NY	GL
2744	Horseheads/Elmira	NY	GL
2584	Lakewood	NY	Lease
9415	Mahopac	NY	Lease
1404	Massapequa	NY	GL
2741	Massapequa	NY	GL
4034	Mattydale	NY	Lease
8959	Menands	NY	Lease
7749	New York	NY	Lease
7777	New York	NY	Lease
2593	Newburgh	NY	Lease
4123	Niagara Falls	NY	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
1333	Poughkeepsie	NY	GL
8102	Rochester	NY	Lease
3600	Schenectady	NY	Lease
7676	Sidney	NY	Lease
1624	Staten Island	NY	Lease
8753	Syosset	NY	Lease
1924	Valley Stream	NY	GL
1584	Victor	NY	Lease
9392	West Seneca	NY	Lease
1674	White Plains	NY	Lease
9416	White Plains	NY	Lease
1733	Yonkers	NY	Lease
9414	Yorktown Heights	NY	Lease
7383	Barberton	OH	Lease
3286	Brunswick	OH	Lease
1410	Canton	OH	Lease
1810	Cincinnati-Eastgate	OH	Lease
8790	Cleveland	OH	Lease
8712	Columbus	OH	Lease
8862	Columbus	OH	Lease
1560	Dayton Mall	OH	Lease
7209	East Liverpool	OH	Lease
7595	Gahanna	OH	Lease
7397	Grove City	OH	Lease
30962	Groveport	OH	Lease
7644	Harrison	OH	Lease
1081	Heath	OH	GL
7477	Marietta	OH	Lease
1430	Middleburg Heights	OH	Lease
4257	Middleburg Heights	OH	Lease
8918	Monroe	OH	Lease
1564	Niles	OH	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
3243	North Canton	OH	Lease
3243	North Canton	OH	Lease
1280	Springdale	OH	GL
2104	St Clairsville	OH	Lease
3142	Tallmadge	OH	Lease
4782	Clinton	OK	Lease
8931	Oklahoma City	OK	Lease
4363	Tulsa	OK	Lease
4455	Beaverton	OR	Lease
8883	Eugene	OR	Lease
1119	Happy Valley	OR	Lease
8228	Portland	OR	Lease
8841	Portland	OR	Lease
2715	Salem	OR	Lease
2119	Salem(Lancaster)	OR	Lease
3888	The Dalles	OR	Lease
3361	Allentown	PA	Lease
8744	Allentown	PA	Lease
4150	Altoona	PA	Lease
8875	Altoona	PA	Lease
1454	Bensalem/Crnwls Hts	PA	Lease
9161	Berwick	PA	Lease
24411	Bridgeville	PA	Lease
1711	Camp Hill	PA	Lease
3225	Chambersburg	PA	Lease
8781	Chambersburg	PA	Lease
7293	Clifton Heights	PA	Lease
3911	Columbia	PA	Lease
3737	Doylestown	PA	Lease
2124	Dubois	PA	Lease
7192	Easton	PA	Lease
3266	Edwardsville	PA	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
3963	Elizabethtown	PA	Lease
9662	Ephrata	PA	Lease
1073	Exton	PA	GL
8873	Gouldsboro	PA	Lease
2244	Hanover	PA	Lease
3597	Holmes	PA	Lease
7470	Hummelstown	PA	Lease
1064	Langhmn/Oxford Vly	PA	Lease
7699	Lebanon	PA	Lease
7372	Leechburg	PA	Lease
3884	Matamoras	PA	Lease
1654	Media	PA	GL
433	Middletown	PA	Lease
8275	Morrisville	PA	Lease
7083	New Castle	PA	Lease
4054	New Kensington	PA	Lease
1834	North Wales	PA	GL
9409	Phoenixville	PA	Lease
4010	Pittsburgh	PA	Lease
8724	Pittsburgh	PA	Lease
9438	Pleasant Hills	PA	Lease
1034	Ross Park	PA	Lease
8976	Royersford	PA	Lease
3136	Shillington	PA	Lease
2605	State College	PA	Lease
8962	Steelton	PA	Lease
9539	Thorndale	PA	Lease
4713	Towanda	PA	Lease
3954	Walnutport	PA	Lease
2114	Washington	PA	Lease
7374	West Chester	PA	Lease
1154	Whitehall	PA	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
443	Wilkes-Barre	PA	Lease
3268	Wilkes-Barre	PA	Lease
3390	Williamsport	PA	Lease
3810	Willow Street	PA	Lease
3949	Wind Gap	PA	Lease
4732	Aguadilla	PR	Lease
7566	Arecibo	PR	Lease
1915	Bayamon	PR	GL
7570	Bayamon	PR	Lease
7788	Bayamon	PR	Lease
1085	Caguas	PR	Lease
7419	Caguas	PR	Lease
1925	Carolina	PR	Lease
7665	Carolina	PR	Lease
7446	Cayey	PR	Lease
2085	Fajardo	PR	Lease
2675	Guayama	PR	Lease
7768	Guaynabo	PR	Lease
2355	Hatillo(Arecibo)	PR	GL
1905	Hato Rey	PR	GL
7783	Hato Rey	PR	GL
7842	Hato Rey	PR	Lease
3993	Juana Diaz	PR	Lease
1935	Mayaguez	PR	GL
1935	Mayaguez	PR	Lease
3882	Mayaguez	PR	Lease
2385	Naranjito	PR	Lease
1945	Ponce	PR	Lease
7741	Ponce	PR	Lease
4844	Rio Piedras	PR	Lease
4494	Trujillo Alto	PR	Lease
7784	Vega Alta	PR	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
7752	Yauco	PR	Lease
4016	Greenville	SC	Lease
8846	Greenville	SC	Lease
8858	Ladson	SC	Lease
7616	Lexington	SC	Lease
7274	Mauldin	SC	Lease
4141	West Columbia	SC	Lease
7241	Bartlett	TN	Lease
1115	Chattanooga	TN	Lease
8037	Chattanooga	TN	Lease
2335	Clarksville	TN	Lease
2265	Johnson City	TN	Lease
7460	Knoxville	TN	Lease
8947	Knoxville	TN	Lease
9621	Lebanon	TN	Lease
8756	Memphis	TN	Lease
8206	Nashville	TN	Lease
1395	West Town	TN	Lease
1137	Austin	TX	Lease
1327	Baytown	TX	Lease
30954	Brownsville	TX	Lease
8870	Dallas	TX	Lease
8021	El Paso	TX	Lease
447	Garland	TX	Lease
8907	Garland	TX	Lease
8807	Grapevine	TX	Lease
2537	Harlingen	TX	Lease
2247	Laredo	TX	Lease
4389	Mcallen	TX	Lease
7972	Mcallen	TX	Lease
1067	Memorial	TX	Lease
8922	Pflugersville	TX	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
1629	Pharr	TX	Lease
9767	Plano	TX	Lease
1097	San Antonio	TX	Lease
8747	San Antonio	TX	Lease
9507	San Antonio	TX	Lease
1127	Shepherd	TX	Lease
2077	Tyler	TX	Lease
2617	Victoria	TX	Lease
8948	Salt Lake Cty	UT	Lease
9794	St. George	UT	Lease
1888	West Jordan	UT	Lease
1284	Alexandria	VA	Lease
3471	Chesapeake	VA	Lease
8838	Chesapeake	VA	Lease
1274	Chesterfield	VA	GL
8823	Dulles	VA	Lease
1814	Fairfax	VA	Lease
1024	Falls Church	VA	Lease
2694	Fredericksburg	VA	Lease
2395	Manassas	VA	GL
8836	Richmond	VA	Lease
7415	Springfield	VA	Lease
3785	Tabb	VA	Lease
7717	Waynesboro	VA	Lease
7259	Williamsburg	VA	Lease
2784	Winchester	VA	Lease
7413	Frederiksted	VI	Lease
3972	St. Croix	VI	Lease
3829	St. Thomas	VI	Lease
7793	St. Thomas	VI	Lease
1463	Burlington	VT	GL
45061	Colchester	VT	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
3133	Bellingham	WA	Lease
2049	Everett	WA	Lease
8709	Kent	WA	Lease
8897	Kent	WA	Lease
2330	Puyallup	WA	Lease
36692	Seattle	WA	Lease
8004	Spokane	WA	Lease
9480	Spokane	WA	Lease
7034	Walla Walla	WA	Lease
2092	Appleton	WI	GL
8968	Janesville	WI	Lease
7648	Mauston	WI	Lease
8220	New Berlin	WI	Lease
3851	Racine	WI	Lease
7649	Ripon	WI	Lease
8725	Vandenbroek	WI	Lease
3750	Waupaca	WI	Lease
8782	Waupaca	WI	Lease
6375	Bridgeport	WV	Lease
4442	Charleston	WV	Lease
3484	Elkview	WV	Lease
3724	Scott Depot	WV	Lease
2304	Westover/Morgantown	WV	Lease
2341	Casper	WY	Lease
7139	Jackson	WY	Lease
9711	Russellville	AR	Lease
1169	Chandler	AZ	Lease
1078	Mesa/East	AZ	Lease
1768	Paradise Vly	AZ	Lease
1708	Phoenix-Desert Sky	AZ	Lease
2047	Sierra Vista	AZ	Lease
2078	Yuma	AZ	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
1318	Bakersfield	CA	Lease
1518	Cerritos	CA	Lease
3945	Delano	CA	Lease
1988	El Centro	CA	Lease
1408	Florin	CA	Lease
2298	Merced	CA	Lease
1618	Modesto	CA	Lease
2138	Santa Barbara	CA	Lease
1658	Santa Rosa	CA	Lease
3828	Temecula	CA	GL
1071	Lakewood	CO	Lease
1193	Waterford	CT	Lease
1755	Boynton Beach	FL	Lease
2565	Bradenton	FL	Lease
2315	Jensen Bch(Stuart)	FL	Lease
1955	Lakeland	FL	Lease
2245	Melbourne	FL	Lease
1006	Ocala	FL	Lease
9309	Webster City	IA	Lease
1229	Boise	ID	Lease
2278	Idaho Falls	ID	Lease
3371	Chicago	IL	Lease
1740	Joliet	IL	Lease
4297	Mokena	IL	Lease
1403	Natick	MA	Lease
1424	Bethesda	MD	Lease
2034	Bowie	MD	Lease
1844	Columbia	MD	Lease
9521	Madawaska	ME	Lease
3380	Waterville	ME	Lease
1390	Ann Arbor	MI	Lease
1250	Lincoln Park	MI	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
1112	Minnetonka	MN	Lease
1052	St Paul	MN	Lease
4304	Florissant	MO	Lease
2106	Tupelo	MS	Lease
1375	Winston Salem	NC	Lease
2421	Grand Island	NE	Lease
2663	Portsmouth	NH	Lease
1464	Deptford	NJ	Lease
1574	Middletown	NJ	Lease
1287	Coronado	NM	Lease
1828	Las Vegas	NV	GL
9381	Huntington	NY	Lease
1414	Nanuet	NY	Lease
2173	Saratoga	NY	Lease
2683	Watertown	NY	Lease
1944	Yorktown Hts.	NY	Lease
2001	Piqua	OH	GL
2311	Norman	OK	Lease
1151	Tulsa Woodland Hls.	OK	Lease
1079	Washington Sq.	OR	Lease
7746	Carlisle	PA	Lease
4064	North Versailles	PA	Lease
3527	Philadelphia	PA	Lease
1484	Reading	PA	Lease
2074	Stroudsburg	PA	Lease
4858	Caguas	PR	Lease
3896	San German	PR	Lease
4490	San Juan	PR	Lease
7043	Rock Hill	SC	Lease
2807	Rock Hill	SC	Lease
1146	Cordova	TN	Lease
2156	Maryville	TN	Lease

<u>Store#</u>	<u>City</u>	<u>State</u>	<u>Fee Type</u>
2226	Murfreesboro	TN	Lease
1357	Austin/Barton Creek	TX	Lease
1080	Frisco	TX	Lease
1277	Ingram	TX	Lease
2147	Irving	TX	Lease
2557	Longview	TX	Lease
1247	Lubbock	TX	Lease
1227	Southwest Ctr.	TX	Lease
1575	Hampton	VA	Lease
1130	Janesville	WI	GL
4188	Charleston	WV	Lease
4736	Casper	WY	Lease

Schedule 1.1(p)

Operating Owned Properties

<u>Store#</u>	<u>City</u>	<u>State</u>
8106	Birmingham	AL
1136	Riverchase	AL
30957	Springdale	AR
68235	Phoenix	AZ
1588	Phoenix Metro Ctr.	AZ
2288	Antioch	CA
1268 ¹	Buena Park	CA
1598	City of Industry	CA
449	Delano	CA
4857	Desert Hot Springs	CA
8038	El Cajon	CA
1248 ²	Hayward	CA
1209	Long Beach	CA
1068	Palmdale	CA
3368	Redlands	CA
1788	Richmond	CA
8098	San Bernardino	CA
1278 ³	Torrance	CA
3968	Wasco	CA
2451	Greeley	CO
1271	Littleton/Denver	CO
1443	Manchester	CT
1853	Wilmington	DE
1255	Citrus Park	FL
1055	Coral Springs	FL

¹ Sears, Roebuck and Co. and Searsvale Acquisition LLC, a non-debtor entity, and other entities that are not Affiliates of Seller hold their individual ownership interests as Tenants in Common ("TIC").

² This information is being verified. Sears, Roebuck and Co. and Searsvale Acquisition LLC, a non-debtor entity, and other entities that are not Affiliates of Seller are TIC.

³This information is being verified. Sears, Roebuck and Co. and other entities that are not Affiliates of Seller TIC.

<u>Store#</u>	<u>City</u>	<u>State</u>
31930	Hialeah	FL
7435	Hialeah	FL
1635	Jacksonville	FL
4019	Melbourne	FL
1175	Merritt Island	FL
8292	Ocala	FL
1485	Orange Pk	FL
1285	Orlando-South	FL
1555	Sanford	FL
2135	Sebring	FL
8245	Seminole	FL
1015	Vero Beach	FL
2815	Albany	GA
2065	Brunswick	GA
8035	College Park	GA
7705	Tamuning	GU
7439	Council Bluff	IA
61510	Calumet City	IL
26987	Chicago	IL
30920	Chicago	IL
61030	Chicago	IL
2632	Fairview Hts	IL
490	Hoffman Est	IL
30927	Macomb	IL
470	Manteno	IL
8289	Manteno	IL
30900	New Lenox	IL
31914	Round Lake Beach	IL
31900	Sterling	IL
6062	Tinley Park	IL
30936	Tinley Park	IL
26185	Clarksville	IN

<u>Store#</u>	<u>City</u>	<u>State</u>
61540	Indianapolis	IN
8171	Overland Park	KS
3433	Holyoke	MA
9255	Palmer	MA
1093	Springfield	MA
6303	Bangor	ME
2183	So. Portland	ME
9385	Clio	MI
1100	Flint	MI
30918	Jackson	MI
1460	Livonia	MI
1590	Saginaw	MI
38480	Troy	MI
4206	Warren	MI
1032	Brooklyn Center	MN
2500	Duluth	MN
1121	Independence	MO
61106	Jackson	MS
30949	Natchez	MS
3213	Southaven	MS
2242	Billings	MT
30961	Greensboro	NC
1744	Ocean	NJ
2374	Vineland	NJ
6298	Sparks	NV
1353	De Witt/Syracuse	NY
4726	Jamestown	NY
1364	Lake Grove	NY
1514	Niagara Falls	NY
8254	Rochester	NY
1370	Eastland	OH
2940	Franklin	OH

<u>Store#</u>	<u>City</u>	<u>State</u>
1610	Northgate	OH
8305	Warren	OH
1261	Midwest City	OK
1224	Harrisburg	PA
1863	Johnstown	PA
1293	Robinson Twp	PA
1354	Willow Grove	PA
9394	Fajardo	PR
3853	Guayama	PR
8935	Rio Piedras	PR
8975	Rio Piedras	PR
1795	Myrtle Beach	SC
30941	Sioux Falls	SD
1675	Knoxville East Town	TN
30934	Memphis	TN
26596	Memphis/Hickory	TN
1216	Memphis/Southland	TN
1437	Arlington/Parks	TX
8247	Dickinson	TX
61237	Houston	TX
6874	Houston	TX
8137	Houston	TX
8167	Houston	TX
49027	Round Rock	TX
2332	San Antonio	TX
1023	Loudoun/Dulles	VA
26717	Newport News	VA
1974	Roanoke	VA
3544	Salem	VA
8345	Virginia Beach	VA
2299	Aberdeen	WA
3722	Burlington	WA

<u>Store#</u>	<u>City</u>	<u>State</u>
6579	Spokane	WA
4395	Cudahy	WI
3088	Kenosha	WI
2432	La Crosse	WI
2232	Madison-East	WI
8725	Vandenbroek	WI
1804	Barboursville	WV

Schedule 1.1(r)

Sparrow Master Lease

That certain Amended and Restated Master Lease Agreement dated as of March 14, 2018 between: (i) SRC O.P. LLC, as Delaware limited liability company, SRC Facilities LLC, a Delaware limited liability company, and SRC Real Estate (TX), LLC, a Delaware limited liability company, all as lessors and (ii) Sears, Roebuck and Co., a New York corporation, and Kmart Corporation, a Michigan corporation, as lessees, as the same may have been amended from time to time

Schedule 1.1(s)
Sparrow Subleases

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1011	Grandville	MI	Lands' End, Inc.	4,621	2014	1/31/2020
1012	Des Moines	IA	ABELL CREDIT CORPORATION			11/5/2028
1012	Des Moines	IA	LAMAR COMPANY LLC	300		11/5/2028
1029	Spokane	WA	Price Spokane Limited Partnership		1999	9/26/2040
1074	Waldorf/St Charles	MD	Lands' End, Inc.	8,771	2014	1/31/2020
1077	Shreveport	LA	Mall St Vincent LP			12/31/2024
1092	Westland(Detroit)	MI	Auto Accessories USA	15,324	2018	4/30/2022
1110	Portage	MI	Lands' End, Inc.	5,178	2014	1/31/2020
1120	Columbus	OH	Lands' End, Inc.	8,374	2014	1/31/2020
1139	Tukwila	WA	Lands' End, Inc.	7,216	2014	1/31/2020
1171	Springfield	MO	Lands' End, Inc.	4,748	2014	1/31/2020
1187	Mesquite	TX	Boot Barn (FKA Sheplers, Inc.)		1981	7/31/2020
1192	Muskegon	MI	Lands' End, Inc.	4,261	2014	1/31/2020
1297	Hurst	TX	Simon Property Group (Texas) LP	1.788 acres	1999	8/2/2038
1297	Hurst	TX	Chesapeake Exploration LLC	10.875 acres	2011	5/10/2038
1314	New Brunswick	NJ	OTB Acquisitions	1.56 acres	1996	2/28/2023
1314	New Brunswick	NJ	HOP New Brunswick (DBA "Houlihan's")		2002	11/30/2023
1314	New Brunswick	NJ	Lands' End, Inc.	7,107	2014	1/31/2020
1314	New Brunswick	NJ	Cellco Partnership (DBA "Verizon Wireless")	13	2014	1/31/2020

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1317	El Paso	TX	Celina Development Company	3,856	1981	6/30/2020
1407	Beaumont	TX	Parkdale Mall			
1447	Hulen	TX	Xto Energy Inc.	14.11 acres	2008	10/22/205 0
1570	Schaumburg	IL	Namco entertainment Inc. (DBA "Level 257")	41,960	2013	2/28/2025
1570	Schaumburg	IL	Lands' End, Inc.	6,552	2014	1/31/2020
1595	Greenville	SC	Forever 21Retail, Inc. (Winter 2014)	15,481	2012	8/31/2023
1634	Baltimore	MD	Security Square Associates		1997	9/30/2022
1650	Merrillville	IN	Gary Joint Venture		1987	9/17/2039
1710	North Olmsted	OH	Steak and Ale of OH, Inc.			
1710	North Olmsted	OH	George Group-Great Northern Ltd (DBA "Harry Buffalo Restaurant & Lounge")	6,342	2009	8/31/2019
1710	North Olmsted	OH	Star-West Great Northern Mall LLC		2013	11/30/202 3
1710	North Olmsted	OH	Lands' End, Inc.	8,789	2014	1/31/2020
1764	Rockaway	NJ	Raymours Furniture Company, Inc.	38,678	2015	8/31/2026
1800	Mishawaka	IN	Lands' End, Inc.	5,927	2014	1/31/2020
1854	Parkville	MD	Lands' End, Inc.	7,928	2014	1/31/2020
2290	Michigan City	IN	First Source Bank	40,950		12/31/202 2
2309	Silverdale	WA	Kitsap Mall, LLC	1.75 acres	1984	8/7/2024
2497	Brownsville	TX	CBL & Associates Management Inc. (parking lot)	119,790	2000	
2934	Taunton	MA	Silver City Galleria			10/31/205 5
7979	Jacksonville	FL	Sears Outlet Stores, LLC	14,932		12/31/202 2

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
7979	Jacksonville	FL	Sears Home Improvement Products	270		
8217	Ft. Worth	TX	Sears Home Improvement Products, Inc. (Embedded)	3,500		
8702	Minneapolis	MN	Rail Way Restoration Inc.	10,500	2003	8/31/2019
8702	Minneapolis	MN	Oopegard Vending	835	2007	4/30/2019
8702	Minneapolis	MN	Sears Home Improvement Products, Inc. (Embedded)	15,300		
8717	Houston	TX	Holliday Door & Gate, LLC	12,000	2003	2/28/2019
8717	Houston	TX	Sears Outlet Stores, LLC	82,593	2012	12/31/2022
8755	Tucker	GA	Sears Outlet Stores, LLC	133,404	2012	12/31/2022

Disclosure Schedule 5.1(c)

GOB Sparrow Stores

Store #	City	State	10K Own/L/GL
1120	Tuttle Crossing	OH	Owned
1192	Muskegon	MI	Owned
1281	Pueblo	CO	Owned
1307	Abilene	TX	Owned
1760	Novi	MI	Owned
2390	Springfield	OH	Owned

Schedule 6.6(a)(2)

1. Schedule 6.5 is incorporated herein by reference.
2. The following is a list of tenancies applicable to the Owned Real Property:

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
490	Hoffman Estates	IL	Board of Trustees of Northern Illinois University (d/b/a Niu Parking)	N/A	2016	6/30/2020
490	Hoffman Estates	IL	Sprintcom Inc. (DBA "Sprint")		2000	11/7/2018*
490	Hoffman Estates	IL	Kum Cha Truscott (DBA "Evergreen Cleaners")	626	2003	11/30/2018*
490	Hoffman Estates	IL	Sears Auto Center (Atrium)	656	2007	MTM
490	Hoffman Estates	IL	Hairstylist Management Systems, Inc.	983	2009	MTM
490	Hoffman Estates	IL	International Business Machines Corporation	210	1999	12/31/2019
490	Hoffman Estates	IL	Sedgwick Claims Management Services, Inc.	23,350	2009	7/31/2021
490	Hoffman Estates	IL	Hoffman Estates Latus, LLC (DBA "Sbarro")	1,000	2011	11/30/2021
490	Hoffman Estates	IL	Panda Express, Inc.	1,000	2011	7/24/2021
490	Hoffman Estates	IL	Sears Hometown & Outlet Stores, Inc.	35,942	2012	10/31/2022
490	Hoffman Estates	IL	RH Tax and Financial Services d/b/a "Jackson Hewitt"	366	2015	8/31/2020
490	Hoffman Estates	IL	Sears Hometown & Outlet Stores, Inc.	5,017	2016	MTM
490	Hoffman Estates	IL	Squadhelp, Inc. (DBA "Leapmatrix Inc.")	365	2016	12/31/2018*
490	Hoffman Estates	IL	David L. Templer Insurance Agency, LLC	462	2008	9/30/2020
490	Hoffman Estates	IL	Bright Horizon's	19,500	2017	8/31/2022
490	Hoffman Estates	IL	Fifth Third Bank		2017	12/31/2020
490	Hoffman Estates	IL	(DBA "ST Messaging Services (formerly Skytel)")			MTM
490	Hoffman Estates	IL	T-Mobile	N/A	3/1/2016	1/31/2021

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1011	Grandville	MI	Lands' End, Inc.	4,621	2014	1/31/2020
1023	Dulles/ Loudoun County	VA	Lands' End, Inc.	9,535	2014	1/31/2019
1029	Spokane	WA	Price Spokane Limited Partnership		1999	9/26/2040
1029	Spokane	WA	Lands' End, Inc.	6,049	2014	1/31/2019
1033	North Attleboro	MA	Lands' End, Inc.	7,609	2014	1/31/2019
1068	Palmdale	CA	Antelope Valley Mall Developers	983,69 9	1989	12/31/2059
1068	Palmdale	CA	Metro Floors Inc.	18,000	1996	10/31/2022
1074	Waldorf/St Charles	MD	Lands' End, Inc.	8,771	2014	1/31/2020
1110	Portage	MI	Lands' End, Inc.	5,178	2014	1/31/2020
1120	Columbus	OH	Lands' End, Inc.	8,374	2014	1/31/2020
1136	Hoover (Birmingham)	AL	Lands' End, Inc.	4,215	2014	1/31/2020
1120	Dublin	OH	AT&T	2,435		3/31/2028
1120	Dublin	OH	Sport Clips	1,200		4/30/2028
1120	Dublin	OH	Starbucks	2,050		1/31/2029
1120	Dublin	OH	Zoup!	2,100		12/31/2028
1192	Muskegon	MI	Lands' End, Inc.	4,261	2014	1/31/2020
1224	Harrisburg	PA	Penrac, LLC (DBA "Enterprise Rent-A-Car")	29 Parking Spaces	2007	4/30/2022
1224	Harrisburg	PA	Rare Hospitality International, Inc. c/o Darden Restaurants Inc. (DBA "Longhorn Steakhouse")	14,132	2012	4/30/2024
1224	Harrisburg	PA	Lands' End, Inc.	7,435	2014	1/31/2019
1268	Buena Park	CA	Newkoa, LLC	542 Parking	1980	9/30/2049

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
				Spaces		
1268	Buena Park	CA	Newkoa, LLC		2013	9/30/2019
1271	Littleton	CO	Lands' End, Inc.	5,885	2014	1/31/2020
1278	Torrance	CA	Fourth Searsvale Properties Inc		1979	
1278	Torrance	CA	Del Amo Mills LP	87,800	1980	6/30/2049
1278	Torrance	CA	First States Investors Realty LLC	35,000	1983	6/30/2019
1278	Torrance	CA	Lands' End, Inc.	7,489	2014	1/31/2020
1285	Orlando-South	FL	Promenade II (DBA "Florida Mall Hotel")		2011	10/31/2022
1297	Hurst	TX	Simon Property Group (Texas) LP	1.788 acres	1999	8/2/2038
1297	Hurst	TX	Chesapeake Exploration LLC	10.875 acres	2011	5/10/2038
1314	New Brunswick	NJ	OTB Acquisitions	1.56 acres	1996	2/28/2023
1314	New Brunswick	NJ	HOP New Brunswick (DBA "Houlihan's")		2002	11/30/2023
1314	New Brunswick	NJ	Lands' End, Inc.	7,107	2014	1/31/2020
1314	New Brunswick	NJ	Cellco Partnership (DBA "Verizon Wireless")	13	2014	1/31/2020
1354	Willow Grove	PA	Lands' End, Inc.	8,635	2014	1/31/2019
1354	Willow Grove	PA	Primark Us Corp.	77,615	2014	10/30/2024
1364	Lake Grove	NY	Lands' End, Inc.	7,133	2014	1/31/2019
1407	Beaumont	TX	Parkdale Mall			
1443	Manchester	CT	Lands' End, Inc.	6,482	2014	1/31/2019
1447	Hulen	TX	Xto Energy Inc	14.11 acres	2008	10/22/2050
1447	Ft Worth	TX	Lands' End, Inc.	4,387	2014	1/31/2019
1460	Livonia	MI	Lands' End, Inc.	5,116	2014	1/31/2020

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1475	Durham	NC	Lands' End, Inc.	7,596	2014	1/31/2020
1570	Schaumburg	IL	Namco entertainment Inc. (DBA "Level 257")	41,960	2013	2/28/2025
1570	Schaumburg	IL	Lands' End, Inc.	6,552	2014	1/31/2020
1590	Saginaw	MI	Central Florida Restaurants Inc	86,876	2001	11/30/2021
1595	Greenville	SC	Forever 21Retail, Inc. (Winter 2014)	15,481	2012	8/31/2023
1595	Greenville	SC	Lands' End, Inc.	5,742	2014	1/31/2019
1605	Raleigh	NC	Lands' End, Inc.	7,204	2014	1/31/2019
1614	Livingston	NJ	Lands' End, Inc.	8,270	2014	1/31/2019
1634	Baltimore	MD	Security Square Associates		1997	9/30/2022
1650	Merrillville	IN	Gary Joint Venture		1987	9/17/2039
1710	North Olmsted	OH	Steak and Ale of OH, Inc.			
1710	North Olmsted	OH	George Group-Great Northern Ltd (DBA "Harry Buffalo Restaurant & Lounge")	6,342	2009	8/31/2019
1710	North Olmsted	OH	Star-West Great Northern Mall LLC		2013	11/30/2023
1710	North Olmsted	OH	Lands' End, Inc.	8,789	2014	1/31/2020
1760	Novi	MI	Lands' End, Inc.	8,769	2014	1/31/2019
1764	Rockaway	NJ	Raymours Furniture Company, Inc	38,678	2015	8/31/2026
1800	Mishawaka	IN	Lands' End, Inc.	5,927	2014	1/31/2020
1804	Barboursville	WV	Lands' End, Inc.	8,441	2014	1/31/2019
1853	Wilmington	DE	Lands' End, Inc.	8,415	2014	1/31/2019
1854	Parkville	MD	Lands' End, Inc.	7,928	2014	1/31/2020
1974	Roanoke	VA	Cheddars Casual Café	20,447	2010	10/31/2020

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
2092	Appleton	WI	Lands' End, Inc.	5,792	2014	1/31/2020
2183	S Portland	ME	Maine Mall		1982	
2183	S Portland	ME	OTB Acquisition LLC (DBA "On the Border #146")	6,585	1999	11/30/2019
2183	So Portland	ME	Lands' End, Inc.	5,564	2014	1/31/2019
2191	Lincoln	NE	Bair / Superior Pointe?	See docs	See docs	See docs
2191	Lincoln	NE	McDonald's Corporation		1981	8/4/2081
2191	Lincoln	NE	A.T. Thomas Jewelers	5,000	2005	6/30/2025
2191	Lincoln	NE	GMRI, Inc.	2.01 acres	2012	10/31/2022
2309	Silverdale	WA	Kitsap Mall, LLC	1.75 acres	1984	8/7/2024
2309	Silverdale	WA	Lands' End, Inc.	4,226	2014	1/31/2019
2497	Brownsville	TX	CBL & Associates Management Inc.	119,79 0	2000	
3088	Kenosha	WI	Albor Restaurant Group, LLC (DBA "Taco Bell")	2,646	1994	4/30/2031
3088	Kenosha	WI	Dollar Tree Stores, Inc. #3811	10,520	2002	5/31/2018*
3088	Kenosha	WI	Limitless PCS, Inc. (DBA "Metro PCS")	1,600	2015	3/3/2020
3433	Holyoke	MA	D'Angelo's Restaurant	1,800	1983	6/30/2024
3433	Holyoke	MA	Taco Bell	2,850	2010	11/30/2030
3433	Holyoke	MA	Sears Outlet Stores, LLC	18,012	2012	12/31/2018*
3699	Apple Valley	CA	Blessing Nails	800	1994	12/31/2021
3699	Apple Valley	CA	Mina Patel d/b/a Smoke 4 Less	800	2007	10/31/2021
3699	Apple Valley	CA	Ye Old Tyme Barber Shoppe	1,000	2006	9/30/2022
3722	Burlington	WA	Payless Shoe Source, Inc. #653	3,600	1989	6/30/2020
3722	Burlington	WA	Phan Thuy Anh & Nguyen Vu Tan (DBA "Hi-Tek")	1,200	2008	6/30/2021

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
3722	Burlington	WA	Rent-A-Center West, Inc.	1,720	2011	3/31/2021
3722	Burlington	WA	PACIFIC NW PROPERTIES I	3,600	2016	1/31/2099
4857	Desert Hot Springs	CA	Yucaipa Trading Co., Inc. (DBA "Rio Ranch Market")	27,917	2017	1/31/2027
6298	Sparks	NV	Sears Outlet Stores, LLC	20,098	2012	12/31/2022
8702	Minneapolis	MN	Rail Way Restoration Inc	10,500	2003	8/31/2019
8702	Minneapolis	MN	Oopegard Vending	835	2007	4/30/2019
8702	Minneapolis	MN	Sears Home Improvement Products, Inc. (Embedded)	15,300		
8717	Houston	TX	Holliday Door & Gate, LLC	12,000	2003	2/28/2019
8717	Houston	TX	Sears Outlet Stores, LLC	82,593	2012	12/31/2022
8755	Tucker	GA	Sears Outlet Stores, LLC	133,404	2012	12/31/2022
8975	Rio Piedras	PR	Sears Outlet Stores, LLC	36,472	2012	12/31/2022
9255	Palmer	MA	Gil's Gym and Racquet Health Club LLC	18,512	2006	11/30/2018*
9394	Fajardo	PR	AutoZone Puerto Rico, Inc.	10,530	2013	1/31/2024
1310	Elyria	OH	Red Lobster	59,300		8/31/2027
1610	Cincinnati Northgate	OH	Lands' End, Inc.	5,933		1/31/2019
3544	Salem (Store Closing)	VA	West Main Hair Salon	1,120		1/31/2019
3544	Salem (Store Closing)	VA	Sally Beauty Company, Inc.	1,600		11/30/2020
3544	Salem (Store Closing)	VA	Ups Store	1,600		9/30/2018*
3544	Salem (Store Closing)	VA	Chick-Fil-A Inc.	33,799		4/30/2022
4395	Cudahy	WI	Sears Outlet Stores, LLC	21,070		12/31/2020
8245	St. Petersburg	FL	Sears Outlet Stores, LLC	58,617		9/30/2022
8935	Rio Piedras	PR	Sears Home Improvement Products, Inc. (Embedded)	4,813		

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
26185	Clarksville	IN	Peddlers Mall	108,813		12/31/2019
30934	N Memphis	TN	First Tennessee Bank	4,338		1/31/2022
30961	Grensboro	NC	National Distribution Centers, LLC	1,546,815		1/31/2022
61540	Indianapolis	IN	Cinema Veterans LLC – Keep For Tax Tracking Purpose	236,190		
1012	Des Moines	IA	ABBELL CREDIT CORPORATION			11/5/28
1012	Des Moines	IA	LAMAR COMPANY LLC	300		11/5/28
1077	Shreveport	LA	Mall St Vincent LP			12/31/24
1730	Florence	KY	Lands' End, Inc.	6,338		1/31/19
2290	Michigan City	IN	First Source Bank	40,950		12/31/22
2934	Taunton	MA	Silver City Galleria			10/31/55
8217	Ft. Worth	TX	Sears Home Improvement Products, Inc. (Embedded)	3,500		

*Recently Expired

Schedule 6.6(c)(2)

1. Seller has made available leases and security deposit documents in Intralinks.
2. The following is a list of tenancies applicable to the Lease Premises.

<u>Store #</u>	<u>City</u>	<u>ST</u>	<u>Tenant Legal Entity Name</u>	<u>Tenant Sq. Ft</u>	<u>Tenant Lease Year Executed</u>	<u>Tenant Lease Expiration Date</u>
1013	Glen Burnie	MD	Lands' End, Inc.	8,050	2014	1/31/2020
1024	Falls Church	VA	Bill Page Imports, Inc.	200 Parking Spaces	2014	9/30/2020
1024	Falls Church	VA	Lands' End, Inc.	7,472	2014	1/31/2020
1044	Jersey Cty/Newport	NJ	Lands' End, Inc.	5,411	2014	1/31/2020
1048	Pasadena	CA	FR Hastings Ranch, LLC		1984	4/29/2024
1048	Pasadena	CA	HomeGoods, Inc.	28,113	2012	4/29/2024
1048	Pasadena	CA	Lands' End, Inc.	7,168	2014	1/31/2020
1053	Saugus	MA	Lands' End, Inc.	5,565	2014	1/31/2020
1073	Exton	PA	Lands' End, Inc.	9,039	2014	10/5/2019
1088	Glendale	CA	Star Parking Management, Inc.		2015	4/30/2021
1092	Westland(Detroit)	MI	Auto Accessories USA	15,324	2018	4/30/2022
1094	Hackensack	NJ	ALDI Inc (Pennsylvania)	55,718	2014	5/31/2032
1111	Colorado Spgs	CO	Univest-Btc S&R LLC		2004	11/30/2025
1125	Miami	FL	Goodwill Industries Of South Florida	208	2014	2/28/2019
1133	Leominster	MA	Lands' End, Inc.	7,483	2014	1/31/2020
1139	Tukwila	WA	Lands' End, Inc.	7,216	2014	1/31/2020
1148	Ventura	CA	Lands' End, Inc.	6,691	2014	1/31/2020
1154	Whitehall	PA	Lands' End, Inc.	7,401	2014	1/31/2020
1170	Lansing	MI	Lands' End, Inc.	9,553	2014	11/30/2019
1195	Ft Lauderdale	FL	Greenstar Corp	26,000	1954	2/28/2026

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1210	Columbus/Polaris	OH	Lands' End, Inc.	6,611	2014	1/31/2020
1213	Auburn	MA	Lands' End, Inc.	7,269	2014	1/31/2019
1221	Colorado Springs	CO	Lands' End, Inc.	5,076	2014	1/31/2019
1243	Hanover	MA	Lands' End, Inc.	11,168	2014	1/31/2019
1248	Hayward	CA	Wells Fargo Bank	4,247	1975	10/1/2018
1248	Hayward	CA	Sears Outlet Stores, LLC	48,434	2012	1/31/2022
1268	Buena Park	CA	Newkoa, LLC	542 Parking Spaces	1980	9/30/2049
1268	Buena Park	CA	Newkoa, LLC		2013	9/30/2019
1274	Richmond/Chesterfield	VA	Lands' End, Inc.	7,551	2014	1/31/2020
1278	Torrance	CA	Fourth Searsvale Properties Inc		1979	
1278	Torrance	CA	Del Amo Mills LP	87,800	1980	6/30/2049
1278	Torrance	CA	First States Investors Realty LLC	35,000	1983	6/30/2019
1278	Torrance	CA	Lands' End, Inc.	7,489	2014	1/31/2020
1283	Braintree	MA	Lands' End, Inc.	8,694	2014	1/31/2020
1283	Braintree	MA	Primark Us Corp.	70,816	2014	11/30/2024
1284	Alexandria	VA	Lands' End, Inc.	9,608	2014	1/31/2020
1288	Stockton	CA	Weberstown Mall LLC	3,480	1985	1/31/2023
1304	Silver Spring	MD	Lands' End, Inc.	4,973	2014	1/31/2019
1309	Downey	CA	Macerich Stonewood LLC		2002	1/31/2051
1313	Nashua	NH	Lands' End, Inc.	7,573	2014	1/31/2019
1317	El Paso	TX	Celina Development Company	3,856	1981	6/30/2020
1333	Poughkeepsie	NY	Lands' End, Inc.	5,523	2014	1/31/2019

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1335	Greensboro	NC	Chick-Fil-A Inc.	54,450	2001	1/31/2023
1335	Greensboro	NC	Whole Foods Market Inc.	34,364	2010	1/31/2028
1335	Greensboro	NC	Lands' End, Inc.	5,856	2014	1/31/2020
1368	Concord	CA	Thomas A Morabito Trustee & Francis J Morabito, Trustee of the Morabito Family Trust Dated 4-14-88	18,000	1985	10/30/2061
1368	Concord	CA	Sun Valley Associates		2005	10/19/2026
1368	Concord	CA	Lands' End, Inc.	9,947	2014	1/31/2019
1374	Bel Air	MD	Macy's, Inc.	24,599	2003	9/30/2021
1374	Bel Air	MD	Lands' End, Inc.	6,517	2014	1/31/2020
1375	Winston Salem	NC	Land's End, Inc.	10,406		1/31/2020
1378	Orange	CA	The Village at Orange, LLC	28,600	1993	5/31/2024
1378	Orange	CA	24 Hour Fitness USA Inc.	54,462	2011	2/29/2024
1378	Orange	CA	Lutheran High School of Orange County	100 Parking Spaces	2012	6/30/2019
1404	Massapequa	NY	Lands' End, Inc.	6,997	2014	1/31/2020
1463	Burlington	VT	Lands' End, Inc.	7,315	2014	1/31/2020
1478	San Bruno	CA	Lands' End, Inc.	8,698	2014	1/31/2019
1494	Moorestown	NJ	Lands' End, Inc.	8,126	2014	1/31/2020
1644	Lancaster	PA	Lands' End, Inc.	8,635	2014	1/31/2020
1654	Media	PA	Lands' End, Inc.	8,919	2014	1/31/2020
1654	Media	PA	Granite Run Buick GMC		2017	12/31/2018
1684	Woodbridge	NJ	Cellco Partnership	8,070	1987	7/31/2021
1722	Bloomington	MN	Lands' End, Inc.	8,564	2014	1/31/2020

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1725	Annapolis	MD	Lands' End, Inc.	8,588	2014	1/31/2019
1733	Yonkers	NY	Lands' End, Inc.	6,664	2014	1/31/2020
1754	Gaithersburg	MD	Lands' End, Inc.	8,839	2014	1/31/2020
1754	Gaithersburg	MD	Sears Home Improvement Products, Inc. (Embedded)	10,000		
1810	Cincinnati	OH	Lands' End, Inc.	8,305	2014	1/31/2020
1834	North Wales	PA	Lands' End, Inc.	9,819	2014	1/31/2020
1984	Buffalo/Hamburg	NY	Lands' End, Inc.	8,118	2014	1/31/2019
2023	Concord	NH	Lands' End, Inc.	6,718	2014	1/31/2019
2027	Wasilla	AK	Lands' End, Inc.	7,063	2014	1/31/2019
2049	Everett	WA	Brixton Everett, LLC		2008	12/31/2018
2049	Everett	WA	Brixton Everett, LLC		2015	6/30/2019
2085	Fajardo	PR	Sears, Roebuck de Puerto Rico, Inc.	24,536	1986	9/30/2023
2373	No Dartmouth	MA	Lands' End, Inc.	4,076	2014	1/31/2019
2395	Manassas	VA	Lands' End, Inc.	7,407	2014	6/14/2019
2435	Charlottesville	VA	Lands' End, Inc.	6,125	2014	1/31/2020
2694	Fredericksburg	VA	Lands' End, Inc.	5,347	2014	1/31/2020
3029	Erlanger	KY	Sinkula Investments, Ltd.	3,500	1984	10/31/2022
3029	Erlanger	KY	EDGEWOOD PLAZA HOLDINGS, LLC			11/30/2022
3040	Hyannis	MA	The Paper Store, LLC		2017	3/31/2023
3074	Miami	FL	Split rent for AmFoods		0	6/30/2022
3074	Miami	FL	AmFoods LLC	2,430	1987	6/30/2022

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3127	Temple City	CA	H. Demirjian, Inc.	5,151	2014	11/30/2022
3136	Shillington	PA	Amelia's LLC		2013	7/31/2019
3172	Hagerstown	MD	Fazou's Restaurant	3,246	2000	9/30/2019
3235	West Covina	CA	Sears Outlet Stores, LLC	17,310	2012	4/20/2022
3235	West Covina	CA	Filza Khan	3,400	2015	3/31/2022
3286	Brunswick	OH	GREF II REIT,LLC		0	12/31/2019
3286	Brunswick	OH	Jud's Best Discount Muffler & Brake, Inc.	3,035	2010	3/30/2020
3379	Waterford	MI	Lou Dallo	3,701	2008	2/28/2021
3412	Salinas	CA	Rexfor Title, Inc.		2013	1/31/2034
3471	Chesapeake	VA	Sears Outlet Stores, LLC	33,137	2012	10/31/2020
3499	Kearny	NJ	Modell's NJ II., Inc.		2013	4/30/2021
3725	Watsonville/Freedom	CA	Dora M. Espindola (DBA "Designing Cut")	1,050	1994	6/30/2018
3725	Watsonville/Freedom	CA	Advance America, Cash Advance Centers of California LLC	1,400	1998	1/31/2021
3725	Watsonville/Freedom	CA	Foodmaker, Inc. (DBA "Jack in the Box")	2,800	1998	7/30/2019
3725	Watsonville/Freedom	CA	Louis Hong D.D.S (DBA "Freedom Dental")	1,750	2000	7/31/2020
3725	Watsonville/Freedom	CA	Richard E. Turner and Joanne K. Turner (DBA "The 99 Cent Store")	2,800	2007	10/31/2018
3725	Watsonville/Freedom	CA	Tina Dang (DBA "D&L Nails")	1,366	2007	1/31/2021
3725	Watsonville/Freedom	CA	Hein Thuy le and Hoa Le (DBA "Whispering Pines	1,200	2014	2/28/2019

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			Dry Cleaners")			
3725	Watsonville/Freedom	CA	Split rent for The 99 Cent Store			10/31/2018
3748	Hollister	CA	Crystal TV, Inc. / Radio Shack Licensed Dealer	2,300	2007	3/31/2020
3748	Hollister	CA	VIP Wireless, Inc., MetroPCS Authorized Dealer	2,800	2016	10/21/2020
3785	Tabb	VA	Chick-Fil-A Inc.	54,860	2000	3/31/2021
3785	Tabb	VA	Kroger Limited Partnership I	92,348	2014	9/30/2033
3785	Tabb	VA	Kroger Limited Partnership I	37,268	2014	9/30/2033
3785	Tabb	VA	Restaurant Property Investors II LLC c/o Burger Busters Inc. (DBA "Taco Bell")	38,768	2015	9/30/2033
4022	Grand Forks	ND	Hometown Automotive Repair LLC	4,620	2010	8/31/2019
4057	Fargo	ND	NDM Restaurants (DBA "Burger King")	5,000	1976	6/30/2018
4057	Fargo	ND	Dakota Tire Service, Inc	4,000	2004	3/31/2019
4113	Erie	PA	Erie Physicians Network ~ UPMC, Inc	7,760	2008	11/30/2020
4170	Rapid City	SD	MTS Enterprises LLC (DBA "Tiretech")	2,914	2010	2/28/2019
4214	Des Plaines	IL	(DBA "Eddies Restaurant CO")	3,205	1988	7/31/2022
4214	Des Plaines	IL	The Twins Group, Inc. (DBA "Taco Bell")		1988	10/31/2018
4214	Des Plaines	IL	(DBA "Quick Service Auto")	4,192	2008	11/30/2022
4214	Des Plaines	IL	Split rent w/ ML for Eddie's Restaurant Co.- Lasalle Bank Na Trust #54625 D			7/31/2022

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4272	Bismarck	ND	McDonalds Corp.	5,000	1984	8/20/2020
4272	Bismarck	ND	Split rent for Mc Donald's			10/31/2019
4351	Rochester	MN	Salvation Army	20,000	2004	11/30/2020
4381	Bridgeview	IL	Sears Outlet Stores, LLC	11,576	2012	1/31/2021
4389	Mc Allen	TX	Big Lots Stores Inc #01544B	22,755	2000	11/30/2019
4399	Silver Springs	MD	DavCo Food, Inc. (DBA "Wendy's")	2,453	1990	10/31/2018
4421	North Hollywood	CA	Successor in interest to Pic N Save (DBA "Big Lots Stores Inc.")	20,000	1970	3/31/2021
4421	North Hollywood	CA	Paul Jardin of USA, Inc. (DBA "3 Day Suit Broker")	11,000	1986	3/30/2021
4478	Trenton/Hamilton	NJ	Brixmor Operating Partnership			6/30/2020
4494	Trujillo Alto	PR	RD Management Corporation	4,100	1985	5/31/2024
7030	Kalispell	MT	Burger King Corporation	4,000	1999	5/5/2020
7030	Kalispell	MT	Split Rent for Burger King Sublease		1999	5/5/2020
7030	Kalispell	MT	Evergreen Chamber of Commerce		2013	7/31/2019
7033	Lewiston	ID	Split rent for Wendy's outlot		0	2/28/2015
7033	Lewiston	ID	Dale F. Nagy/Picadilly Investment Properties (DBA "Wendy's")	3,000	1984	2/28/2015
7042	Valparaiso	IN	BR Associates Inc (DBA "Long John Silver Seafood Shoppes")	35,875	1977	12/31/2018
7783	San Juan (Hato Rey)	PR	Marketing & Printing Solutions, Inc.	695	2010	11/30/2018
7979	Jacksonville	FL	Sears Outlet Stores, LLC	14,932		12/31/2022

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7979	Jacksonville	FL	Sears Home Improvement Products	270		
8206	Nashville	TN	Sears Outlet Stores, LLC	70,227	2012	12/31/2022
8262	Naperville	IL	Dart Warehouse Corporation		2011	12/31/2020
8273	Lawrence	KS	(DBA "Berry Plastics Corporation")	100 Parking Spaces	2013	10/15/2018
8724	Pittsburgh	PA	Sears Outlet Stores, LLC	44,215	2012	12/31/2022
8744	Allentown	PA	Fedex Ground Package System Inc	50 Trailers	2015	1/31/2019
8768	Sacramento	CA	Sears Outlet Stores, LLC	43,063	2012	12/31/2018
8818	Pearl City	HI	Bethany Korean United Methodist Church	9,096	2011	4/30/2021
8818	Pearl City	HI	Sears Outlet Stores, LLC	28,978	2012	12/31/2022
8937	Tucson	AZ	Sims Recycling Solutions Inc.	6,000	2012	12/31/2020
9413	West Orange	NJ	Dollar Tree Stores, Inc. #3811	10,280	1981	1/31/2022
9413	West Orange	NJ	Eyeglass Service Industries, Inc.	800	1981	10/31/2014
9413	West Orange	NJ	Staples, Inc. #0168	19,740	1988	2/28/2017
9420	Bronx	NY	David's Check Cashing, Inc.	722	2008	11/20/2018
9420	Bronx	NY	G-Maxx Home of Bruckner, LLC	5,138	2009	10/31/2014
9420	Bronx	NY	Sears, Roebuck and Co.	2,736	2018	11/30/2023
9420	Bronx	NY	Burlington Coat Factory of California LLC		2018	
9423	Bridgehampton	NY	Lands' End, Inc.		2014	1/31/2016
9693	Marine City	MI	Frank Koehldorfer (DBA "Marine City Auto Care")	3,216	2010	2/28/2019
1280	Springdale	OH	Tri-County Mall LLC	4,316		7/31/2024

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2138	Santa Barbara	CA	Sprint PCS Assets, LLC			6/30/2019
3018	Valencia	CA	Magic Auto Center	4,406		3/30/2022
3018	Valencia	CA	McDonalds Corp L/C 004-1368	5,000		5/31/2022
3018	Valencia	CA	Simply Discount Furniture	79,699		5/31/2022
3116	Wilmington (Store Closing)	NC	Jack A. Sneed Corporation	5,604		6/30/2023
3239	Kansas City	MO	Zeller Auto Repair	4,201		8/31/2020
3239	Kansas City	MO	Advance America	1,480		1/31/2020
3239	Kansas City	MO	Barbers Plus	1,600		12/31/2018*
3239	Kansas City	MO	H & R Block	2,400		4/30/2019
3239	Kansas City	MO	Big Bowl Pho	2,400		4/30/2022
3239	Kansas City	MO	Papa John's	2,000		6/30/2021
3239	Kansas City	MO	Tasty Thai	2,000		3/31/2020
3361	Allentown	PA	Floreff LLC & Nathan & Alison LLC			5/31/2023
3371	Chicago	IL	AGC Addison Owner, LLC			4/1/2019
3447	Clive	IA	At Home Stores, LLC	90,000		1/31/2021
3483	Ontario	CA	Wolf Family Series LP	11,000		5/31/2020
3793	Miami	FL	Goodwill	208		9/30/2019
4064	N Versailles	PA	Burger King Corporation	2,750		11/24/2020
4215	Kansas City	KS	Xiao Jun Song and Liu Y Lin	11,408		1/31/2019
4433	Quincy	IL	Gengenbacher Ice Shack			10/31/2018*
4450	Raleigh	NC	Choice Auto Repair	4,581		9/30/2021
4450	Raleigh	NC	Grand Slam USA	20,000		9/30/2021

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4455	Beaverton	OR	Glowing Greens, LLC	20,000		7/31/2018
4455	Beaverton	OR	Beaverton Mart Company			8/31/2022
4455	Beaverton	OR	Carr Auto Group			4/30/2019
7067	Ft. Meyers	FL	Floor & Decor	75,200		8/31/2026
7259	Williamsburg	VA	New Oriental Crafts, LLC	3,200		10/31/2019
7259	Williamsburg	VA	H & R Block	1,600		4/30/2019
7259	Williamsburg	VA	International Styles	1,200		9/30/2019
7259	Williamsburg	VA	New Oriental Crafts, LLC	2,000		10/31/2019
7259	Williamsburg	VA	Tu Tienda and Gifts	5,160		8/30/2019
7259	Williamsburg	VA	Williamsburg Peking Corp	9,560		9/30/2019
7274	Mauldin	SC	Mauldin at Butler, LLC (Hughes Development)			3/31/2019
7324	O'Fallon	MO	At Home Stores, LLC	87,314		11/29/2020
8065	Miami	FL	Miami Hotel Enterprise LLC	50 Parking Spaces		11/14/2019
8065	Miami	FL	Sears Home Improvement Products, Inc. (Embedded)	1,000		
8398	San Jose	CA	Beacon Sales Acquisition, Inc.	37,500		10/31/2023
9348	Norridge	IL	Darden/Longhorn Steakhouse			3/31/2021
9354	Griffin	IN	El Centro Mall, Ltd.			
30936	Tinley Park	IL	Bettenhausen Automotive	250 Parking Spaces		8/6/2018*
30936	Tinley Park	IL	Ziegler Nissan of Orland Park	250 Parking Spaces		3/20/2019

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30938	Glendale	AZ	Living Spaces	126,164		4/30/2024
30961	Greensboro	NC	National Distribution Centers, LLC	Parking Lot		1/31/2022
30969	San Leandro	CA	Living Spaces	91,905		11/30/2022
31882	San Diego	CA	Lucky Star Seafood Restaurant	11,000		4/30/2019
31882	San Diego	CA	Northgate Gonzalez Markets	41,371		7/31/2023
31882	San Diego	CA	Burlington Coat Factory	63,900		2/28/2025
61901	Scottsdale	AZ	Living Spaces Furniture, LLC	133,120		9/30/2024
62529	San Diego	CA	Zion Market San Diego Inc.	94,500		12/31/2023
62707	Springfield	MO	David's Bridal Inc	12,370		1/31/2019

EXHIBIT B

SCHEDULE 9.2: SECURITIES CONSIDERATION

Attached.

Schedule 9.2: Securities Consideration

1. The Securities Consideration shall comprise 3,000 Class B Preferred Units of Newco, with an aggregate liquidation preference of \$300,000 and otherwise subject to the terms and conditions set forth in the Amended and Restated Limited Liability Company Operating Agreement of Newco as in effect on the Closing Date and as may be amended from time to time thereafter.
2. The Securities Consideration delivered to the Sellers pursuant to Section 3.3 of the Agreement shall be allocated among the Sellers that are Debtors in accordance with the Allocation Schedule. The Allocation Schedule shall identify the amount of cash, Securities Consideration (including any fractional units) and credit bid debt that is allocable to each transfer of Acquired Assets contemplated by the Agreement (a "Transfer").
3. As soon as practicable after the Closing, each Seller other than SHC shall distribute the Securities Consideration received by it (whether directly in respect of a Transfer by it or pursuant to the Distribution Requirement from a direct or indirect subsidiary) to its equityholder(s) pursuant to the Distribution Requirement, subject to item 5 below.
4. As soon as practicable thereafter (and effective as of the Closing Date), SHC shall distribute the aggregate Securities Consideration received by it (whether directly in respect of a Transfer by it or pursuant to the Distribution Requirement from a direct or indirect subsidiary) ratably to holders of Senior Second Lien Obligations pursuant to the Amended and Restated Security Agreement, dated as of March 20, 2018, among SHC and certain of its Subsidiaries, as Grantors, and Wilmington Trust, National Association, as Collateral Agent, with any fractional preferred units otherwise determined for any single holder being rounded up or down to the nearest whole unit, subject to (x) item 5 below and (y) with respect to each holder, receipt of evidence reasonably satisfactory to SHC of an exemption under applicable securities Laws for the transfer of the applicable pro rata portion of the Securities Consideration to such holder.
5. In the case of any Transfer that is deferred until after the Closing, the Securities Consideration relating thereto shall be delivered pursuant to item 2 at the time of such Transfer and distributed pursuant to items 3 and 4 above as soon as practicable after such Transfer.
6. For tax purposes, all Transfers that are intended to constitute "G reorganizations" shall be deemed to take place simultaneously. The Distribution Requirement shall be satisfied sequentially, starting with the lowest-tier Seller and moving up the chain of Sellers.

EXHIBIT C

EXHIBIT G: CREDIT BID RELEASE EXHIBIT

Attached.

Exhibit G
ESL's Allowed Claims Against the Debtors

Loan Facility	Allowed Amount Owed to ESL (as Defined in the Asset Purchase Agreement) Amounts as of October 15, 2018¹
IP/Ground Lease Term Loan Facility	\$186,189,719.91 ²
FILO Facility	\$70,539,333.24
Real Estate Loan 2020	\$726,483,196.21
Second Lien Term Loan	\$318,481,532.89
Second Lien Line of Credit Facility	\$507,072,878.33
Second Lien PIK Notes	\$21,346,945.00
Citi L/C Facility	\$108,410,464.44

¹ Amounts owed to ESL as to each claim listed are not less than the amounts set forth herein and may include additional claims for post-petition interest and all reasonable out-of-pocket expenses, including legal fees incurred by ESL by reason of the enforcement and protection of its rights in accordance with the applicable loan terms, plus any contingent and/or unliquidated claims not presently ascertainable. In the event that the Buyer or its affiliates purchase any additional obligations outstanding under any of the debt facilities listed in this Exhibit G prior to the Closing, the allowed amount in the right hand column shall be increased by the amount of the additional purchased debt obligations.

² On January 3, 2019, ESL purchased \$31,887,343 of obligations outstanding under the IP/ Ground Lease Term Loan Facility, which amount is included in the total of amount of ESL's allowed claim on this Exhibit G

Exhibit B

Release Redline

Blackline of Relevant Release Provisions

Acquired Assets – Section 2.1

2.1(p): any and all Actions or Claims (other than returns of merchandise for warranty claims (except, for the avoidance of doubt, to the extent Related to Acquired Inventory or comprising Assumed Liabilities)~~and excluding any Claims Related to an Excluded Asset or Excluded Liability~~) of Sellers as of the Closing ~~to the extent related to the Business or any Acquired Asset;~~that (i) constitute Acquired Assets under any other subsection of this Section 2.1, or (ii) are against vendors, counterparties to leases, licenses or other contracts, customers, Transferred Employees or parties to other commercial relationships of the Business, in each case as of immediately prior to the Closing, that arose in connection with the ownership of the Acquired Assets or the operation of the Business or the Acquired Assets, excluding (in each case) any Actions or Claims that are, or are Related to, an Excluded Asset or Excluded Liability;”

...

Section 2.1(t) of the Purchase Agreement is hereby deleted in its entirety on the basis that its subject matter is addressed by Section 2.1(p) of the Purchase Agreement.

~~—— (t) — all Actions and other rights, rebates, refunds, audits, rights of recovery, rights of setoff, rights of recoupment, rights of reimbursement, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against any Person, including all warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise), in each case to the extent related to the Business or any Acquired Asset (excluding for the avoidance of doubt, any Claims arising under any Transaction Document), including, subject to the terms and conditions of the SHIP Purchase Agreement and applicable Law, if the SHIP Closing shall have occurred prior to the Closing Date, the indemnities set forth in Section 6.08(b) and Section 6.08(e) of the SHIP Purchase Agreement;~~

Excluded Assets – Section 2.2

2.2(i) ~~all Claims and Proceedings of Sellers (other than Claims described in Section 2.1(p));~~ all Claims, Proceedings, and causes of action of Sellers other than Claims described in any subsection of Section 2.1. Notwithstanding anything to the contrary in Section 2.1(p) or elsewhere, the Excluded Assets shall include (A) all Claims, Proceedings and causes of action of Sellers against vendors, counterparties to leases, licenses or other contracts, customers, Transferred Employees or parties to other commercial relationships of the Business, in each case as of immediately prior to the Closing, that that did not arise in connection with the ownership of the Acquired Assets or the operation of the Business or the Acquired Assets; (B) all Avoidance Actions; (C) all Released Estate Claims; and (D) all Claims, Proceedings, and causes of action described in the second sentence of Section 9.13(e)(ii) (other than in clause (a) thereof), including any Claims against the Sellers or their directors, officers, insiders or

shareholders under any applicable Law arising from any pre-petition transaction including for breach of fiduciary duty, fraudulent conveyance, or illegal dividend. Nothing in this Section 2.2(i) or in any subsection of Section 2.1 shall affect the scope of the Released Estate Claims or Section 9.13, and in the event of any conflict between Section 2.2(i) and any subsection of Section 2.1, on the one hand, and Section 9.13, on the other hand, Section 9.13 shall govern;”

Settlement and Release – Section 9.13

(a) Effective upon the Closing, in exchange for the payment by Buyer of the Credit Bid Release Consideration and other good and valuable consideration provided to the Debtors and their estates by ESL in connection with the Transactions, each Debtor, for itself and its estate, and on behalf of each of its Subsidiaries and controlled Affiliates (each of the foregoing, a “Seller Releasing Party”), hereby absolutely, unconditionally and irrevocably (i) releases and forever discharges ESL from any and all Released Estate Claims, whether foreseen or unforeseen, contingent or actual, and whether now known or hereafter discovered, which any of the Seller Releasing Parties ever had or now may have, and (ii) covenants that it shall not seek to disallow, subordinate, recharacterize, avoid, challenge, dispute or collaterally attack the ESL Claims, provided however that the assertion of any Claim other than a Released Estate Claim shall not be deemed to violate this Section 9.13(a)(ii).

(b) Effective upon the Closing, ESL’s Claims against the Debtors arising under (i) the IP/Ground Lease Term Loan Facility; (ii) the FILO Facility; (iii) the Real Estate Loan 2020; (iv) the Second Lien Term Loan; (v) the Second Lien Line of Credit Facility; (vi) the Second Lien PIK Notes and (vii) the Citi L/C Facility (together with the any security interests securing any of the Claims described in the preceding sub-clauses (e)(i)-(vi)), collectively, the “ESL Claims”) shall each be deemed allowed for all purposes in the Bankruptcy Cases and under the Bankruptcy Code in the amounts set forth on Exhibit G, as reduced by the credit bid set forth in Section 3.1(b). The allowance of any ESL Claims shall not limit or preclude any claim under any applicable Law or doctrine of collateral estoppel, res judicata, claim or issue preclusion, or otherwise.

(c) After giving effect to the credit bid set forth in Section 3.1(b), ESL shall be entitled to assert any deficiency Claims, Claims arising under Section 507(b) of the Bankruptcy Code, or other Claims and causes of action that it may have against the Debtors and their estates in the Chapter 11 Cases, provided that (i) no Claims or causes of action of ESL shall have recourse to, or any other right of recovery from, any Claims or causes of action of the Debtors or their estates related to Lands’ End, Inc., the “spin-off” (as such term is defined in the Information Statement of Lands’ End, Inc. dated March 18, 2014), Seritage Growth Properties, Inc., Seritage Growth Properties, L.P, the “Transaction” (as that term is defined in the registration statement on Form S-11 filed by Seritage Growth Properties, which registration statement became effective on June 9, 2015), any Claim or cause of action involving any intentional misconduct by ESL, or the proceeds of any of the foregoing, (ii) any ESL Claims arising under Section 507(b) of the Bankruptcy Code shall be entitled to distributions of not more than \$50 million from the proceeds of any Claims or causes of action of the Debtors or their estates other than the Claims and causes of action described in the preceding clause (c)(i); provided that, in the event that, in the absence of this clause (c)(ii), any such proceeds to the Debtors or their estates would have resulted in distributions in respect of such ESL Claims in excess of \$50 million, the right to receive such distributions in excess of \$50

million shall be treated as an unsecured claim and receive pro rata recoveries with general unsecured claims other than the Claims and causes of action described in the preceding clause (c)(i), and (iii) notwithstanding any order of the Bankruptcy Court to the contrary or section 1129 of the Bankruptcy Code, it shall not be a condition to confirmation of any chapter 11 plan filed in the Bankruptcy Cases that any ESL Claims arising under Section 507(b) of the Bankruptcy Code be paid in full or in part.

(d) This Section 9.13, and all statements or negotiations relating hereto, shall be governed by Federal Rule of Evidence 408 and any corresponding state rules of evidence. Without limiting the foregoing, neither this Section 9.13 nor any statements or negotiations relating hereto shall be offered or received in evidence in any proceeding for any purpose other than to enforce the terms of this Section 9.13.

(e) For the purposes of this Section 9.13, the terms set out below shall be defined as follows:

(i) “Debtors” means each of the debtors and debtors in possession in the Bankruptcy Cases, including the Sellers.

(ii) “Released Estate Claims” means any and all Claims and causes of action of the Debtors and their estates (i) against ESL arising under ~~(i)~~ sections 363(k), 502(a) or 510(c) of the Bankruptcy Code, (ii) against ESL arising under equitable principles of subordination or recharacterization, ~~or (iii) any other applicable Law that could be asserted against ESL~~ challengeing the allowance of the ESL Claims pursuant to ~~s~~Section 9.13(c); or (iv) against Buyer as a subsequent holder of any Claims in respect of the debt described on Exhibit G. For the avoidance of doubt the Released Estate Claims do not include (a) any other Claims or causes of action that are Acquired Assets under any subsection of Section 2.1; or (b) any Claims or causes of action of the Debtors or their estates against ESL or any other Person not specifically described in the preceding sentence, including ~~but not limited to~~ any Claims or causes of action (i) for constructive or actual fraudulent transfer under 11 U.S.C. 544(b), 548 or 550(a) or any applicable state or federal ~~L~~aw, for breach of fiduciary duty ~~(including any Claims for breach of fiduciary duty in connection with the incurrence of any debt described on Exhibit G)~~, or for illegal dividend under 8 Del. C. 170-174 or any other state ~~L~~aw (including, but not limited to, any Claims for damages or equitable relief (other than disallowance of the ESL Claims) in connection with the incurrence of any debt described on Exhibit G); (ii) that are related to Lands’ End, Inc., the “spin-off” (as such term is defined in the Information Statement of Lands’ End, Inc. dated March 18, 2014), Seritage Growth Properties, Inc., Seritage Growth Properties, L.P., or the “Transaction” (as that term is defined in the registration statement on Form S-11 filed by Seritage Growth Properties, which registration statement became effective on June 9, 2015), or (iii) that have been asserted (or may be asserted in connection with these Claims and causes of action) by or on behalf of any party in interest in the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 cases captioned In the Matter of a Plan of Compromise or Arrangement of Sears Canada Inc., 9370-2751 Quebec Inc., 191020 Canada Inc., The Cut Inc., Sears Contact Services Inc., Initium Logistics Services Inc., Initium Commerce Labs Inc., Initium Trading and Sourcing Corp., Sears Floor Covering Centers Inc., 173470 Canada Inc., 2497089 Ontario Inc., 6988741 Canada Inc., 10011711

Canada Inc., 1592580 Ontario Limited, 955041 Alberta Ltd., 4201531 Canada Inc., 168886 Canada Inc., and 3339611 Canada Inc., Ontario Superior Court of Justice Court File No.: CV-17-11846-00CL; and in the cases captioned Sears Canada Inc., by its Court-appointed Litigation Trustee, J. Douglas Cunningham, Q.C. v. ESL Invs. Inc., et al., Ont. Sup. Ct. J. (Commercial List) No.: CV-18-00611214-00CL; Morneau Shepell Ltd. in its capacity as administrator of the Sears Canada Inc. Registered Pension Plan v. ESL Invs. Inc., et al., Ont. Sup. Ct. J. (Commercial List) No.: CV-18-00611217-00CL; FTI Consulting Canada Inc., in its capacity as Court-appointed monitor in proceedings pursuant to the Companies' Creditors Arrangement Act, RSC 1985, c. c-36 v. ESL Invs. Inc., et al., Ont. Sup. Ct. J. (Commercial List) No.: CV-18-00611219-00CL; and 1291079 Ontario Ltd. v. Sears Canada Inc., et al., Ont. Sup. Ct. J. No.: 4114/15CP.